North-China Herald.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ of all Notifications proceeding from Her Majesty's Legation and Superintendency of Trade in China.

H. M.'s Legation, Shanghai, 22nd June, 1860.

E. ST. JOHN NEALE,
Secretary of Legation.

VOL. XVI., No. 705. SHANGHAI, SATURDAY, OCTOBER 21ST, 1865. PRICE, TAELS 15 PER ANNUM.

INTIMATION.

ADMINISTRATOR'S NOTIFICATION.
In re DANIEL GEORGE MUNRO, *deceased.*

ALL persons indebted to the Estate of the late DANIEL GEORGE MUNRO, are requested to pay the amount of their respective debts to the undersigned with as little delay as possible;—and all persons having claims against the said Estate are requested to furnish particulars to the undersigned before the 31st day of October, 1865.

WILLIAM TARRANT,
Administrator in China.
28oc 631 Shanghai, 26th Aug., 1865.

NOTICES OF FIRMS.

NOTICE.—The interest and responsibility of Mr. P. H. UNDERWOOD in our firm, ceased on the 30th June, 1865.

W. R. ADAMSON & Co.
31oc 646 Shanghai, 7th Oct., 1865.

NOTICE.—Mr. JOHS. NÖLTING, has this day been admitted a partner in my firm, which from this date will be carried on under the style and firm of

TELGE, NÖLTING & Co.

B. TELGE.
31de 647 Shanghai, 1st July, 1865.

NOTICE.—The interest and responsibility of Mr. CHARLES COLNETT in our Firm, ceases from this date.

WALLER & Co.
7no 648 Shanghai, Oct. 7th, 1865.

NOTICE.—The undersigned begs to announce, that he is prepared to value and inspect teas, and other Chinese products, and to receive commissions for their sale or purchase, either on the spot, or at home.

WILLIAM COCHRAN,
Tea Broker.
Established, 15th June, 1864.
6ja-66 649 Shanghai, 7th Oct., 1865.

NOTICE.—The interest and responsibility of MR. FREDERICK [illegible] BLOCK, in our Firm, ceased on 31st May last.

TRAUTMANN & Co.
30de 640 Shanghai, 3rd July, 18 5.

NOTICE.—I have this day established myself as *Public Tea Inspector* at this Port.

ALEXANDER COCK.
Office,—*Laou-Hakee-Hong.*
tf 635 Shanghai, Sept. 1st, 1865.

NOTICE.—I have this day established myself as *Public Tea Inspector, and General Commission Merchant* at this port, under the style and Firm of GUNDRY & Co.
Offices at *Laou Felecha*, Foochow Road.

ALFRED A. GUNDRY.
tf 605 Shanghai, 1st June, 1865.

NOTICE.—The interest and responsibility of Mr. CRAVEN WILSON in our Firm, both in Hankow and Chinkiang, terminated on the 15th instant.

CRAVEN WILSON & Co.
Shanghai, June 17th, 1865.

WITH reference to the above, the business hitherto conducted by Messrs. CRAVEN WILSON & Co., at Chinkiang, will for the future be carried on under the style and Firm of

CHARLES HUDSON & Co.
tf 608 Shanghai, 17th June, 1865.

NOTICE.—Our Business in London hitherto conducted under the style of J. F. H. TRAUTMANN, and that in Hankow under the style of R. C. D. MOFFAT, will henceforth at both places be carried on under our own firm.

We have also opened a Branch of our firm at Yokohama.

Mr ROBERT GARRICK DONALDSON MOFFAT and Mr. FRANZ BORNTRAEGER, have this day been admitted Partners in our firm.

TRAUTMANN & Co.
2de 603 Shanghai, 1st June, 1865.

NOTICE.

THE Undersigned (in the absence of Mr. ALBERT ROBINSON, M. Inst., C. E.) having been appointed Agents for Messrs. RANDOLPH, ELDER & Co., Engineers and Shipbuilders, Glasgow, are prepared to give full particulars concerning the cost of Steamers, Steam Dredging Vessels, Screw Pile Wharves, &c., and to contract for same at home prices.

Plans, models, and specifications of the above can be seen on application.

GLOVER & Co.
tf 434 Shanghai, 18th May, 1864.

NOTICE.

ON the first of May 1864, Mr. JOHN BROADHURST TOOTAL was admitted a partner in the business of the undersigned in China.

NICHOL LATIMER & Co., Shanghai.
LATIMER LITTLE & Co., Kiukiang.
tf 467 Shanghai, 6th June, 1864.

NOTICE.—The Undersigned begs to announce that he has established himself at this port as *Tea Taster and Inspector*, and all orders confided to his care will receive his best attention.

J. OSBORNE.
tf 516 Shanghai, Sept. 8th, 1864.

NOTICES OF FIRMS.

NOTICE.—Mr. JOHN MORRIS has this day been admitted as partner in our firm.

JACKSON & Co.
tf 332 Ningpo, 1st Nov., 1864.

NOTICE.—The business of the Undersigned as *Public Tea Inspector and commission Agent* at this port will from is date be carried on under the style of KINNEAR & Co.

W. B. KINNEAR.
tf 567 Foochow, Jan. 1st, 1865.

NOTICE.—I have this day established myself as *General Commission Merchant* at this Port.

J. M. RINGER.
tf 612 Hankow, 1st June, 1865.

NOTICE.—On the 1st instant, Mr. HUGH MORRISON was admitted a Partner in my business, which will in future be carried on under the style and firm of GAVIN & MORRISON.

JOHN GAVIN.
tf 542 Hankow, 17th April, 1865.

NOTICE.

WE have established a branch of our Firm at Chefoo, and Mr. J. D. THORBURN will sign our Firm per procuration at that place.

MEADOWS & Co.
tf 297 Tientsin, 2nd November, 1863.

JOHN POOK,

COMMISSION AGENT,

4, LIME STREET SQUARE,

London, E.C.

tf

FOR SALE.

FOR SALE.

SHERRY Yasi's in 2 & 5 doz. cases,			Tls. 8 p. doz.	
Port,	"	"	" 8	"
Champagne, in	1	"	" 12	"
Claret. (Barton & Guestier's)				
St. Juen, in 1-doz. cases,			" 8	"
Medoci	1	"	" 5	"
Cognac Brandy,	1	"	" 10	"
do. do.	1	"	" 6	"
India Pale Ale,	4	" casks	" 2	"

CHAPMAN, KING & Co.
tf 223 Shanghai, 12th September, 1863.

INSURANCES.

THE LANCASHIRE INSURANCE COMPANY.

THE under-signed are prepared to grant POLICIES OF INSURANCE on any one Building with its contents, to the extent of £5,000.

W. R. ADAMSON & Co.
tf 619 Shanghai, 10th July, 1865.

NETHERLANDS INDIAN MARINE AND FIRE INSURANCE COMPANY OF BATAVIA.

THE Undersigned having been appointed Agents for the Company in China, are prepared to grant Insurance on ORDINARY MARINE RISKS to Europe, United States, India, the Straits, Java, or the Colonies, at the Rates of Premium current with the Local Offices. *Policies payable in* London, Hongkong, Singapore, Penang, and Batavia.

TURNER & Co.
tf Shanghai, 13th February, 1857.

ROYAL INSURANCE COMPANY OF LIVERPOOL.

CAPITAL—TWO MILLIONS STERLING
INCOME—THREE HUNDRED THOUSAND POUNDS PER ANNUM.

TRUSTEES:

JOHN SHAW LEIGH, Esq. | JOHN NAYLOR, Esq.
CHARLES TURNER, Esq., *Chairman.*
RALPH BROCKLEBANK, Esq., *Deputy Chairman.*

THE Company is now prepared to grant Policies to the extent of £15,000 on any one Building of European construction or its contents, and to accept Chinese risks to the extent of £8,000 in any locality within the Settlement.

Premiums are payable in drafts at 30 days sight (favor of PERCY M. DOVE, Esq.)

BOWER, HANBURY & Co.,
Agents for Shanghai.
Shanghai, 21st Nov., 1863.
tf 295

LONDON AND LANCASHIRE FIRE AND LIFE INSURANCE COMPANIES.

THE Undersigned having been appointed Agents for the above named Company at Shanghai and Hankow, are prepared to grant policies against fire on the usual terms on any one building or its contents, as also on blocks of Chinese buildings.

For terms apply to

TRAUTMANN & Co.
11fe-66 576 Shanghai, 2nd June, 1864.

INSURANCES.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.
Incorporated by Royal Charter and Act of Parliament.
ESTABLISHED 1809.

CAPITAL £2,000,000.

THE Undersigned have been appointed Agents at this Port, Kiukiang, and Hankow for the above Company, and are prepared to accept risks against Fire at each place, on the customary conditions.

For further particulars apply to

GILMAN & Co.
tf 417 Shanghai, 23rd April, 1864.

CITY OF GLASGOW
Fire Assurance Company.
ESTABLISHED IN 1838.

Subscribers Capital £600,000
Accumulated Funds at 20th January, 1864, (£460,000.)
Annual Revenue at that date £103,000.

THE Undersigned having been appointed Agents for the above Company in Japan and China, are prepared to accept risks, on terms, particulars of which can be obtained on application to

JARVIE THORBURN & Co.
5no-65 529 Shanghai, 1st Nov., 1864.

NORTHERN ASSURANCE COMPANY.

THE Undersigned have been authorised to GRANT POLICIES against Fire on buildings owned by Europeans and in the occupation of Chinese, provided such buildings are of first class construction and situated in the Foreign Settlement.

TURNER & Co.
tf Shanghai, 9th April, 1862.

IMPERIAL FIRE INSURANCE COMPANY.

THE Undersigned having been appointed Agents for the above named Company, at this Port are prepared to grant Policies against Fire to the extent of £10,000 on Buildings or on Goods stored thereon.

GIBB, LIVINGSTON & Co.
tf Shanghai, 15th September, 1858.

NORTH-CHINA INSURANCE COMPANY.

THE undersigned, as Agents for the above Company, accept Risks on produce shipped from this Port to Shanghai, Amoy, Foochow, Swatow and Hongkong.

MAITLAND, BUSH & Co.
Hong name—Wha-kee.
tf 370 Newchwang, January 1864.

"HAMBURG—BREMEN FIRE INSURANCE COMPANY."

THE Undersigned having been appointed Agents in China for the above named Company are prepared to grant Policies against Fire at Shanghai to the extent of £10,000,—on one risk, as under:

1,—On Buildings or on their contents.
2,—On Ships, lying in port, or on their contents.

For further particulars apply to

WM. PUSTAU & Co.,
Agents in Shanghai.
tf Shanghai, 1st December, 1858.

BOMBAY ROYAL INSURANCE COMPANY.

THE Undersigned having been appointed Agents at this Port for the above Company are prepared to grant Policies against Marine Risks on the usual terms and conditions.

DAVID SASSOON SONS & Co.
tf 170 Shanghai, 29th June, 1863.

UNIVERSAL MARINE INSURANCE COMPANY LIMITED.

THE Undersigned having been appointed Agents at this Port for the above Company are prepared to grant Policies against Marine Risks at the Current Rates of Premium.

DOW & Co.
31de-65 324 Shanghai, 1st January, 1864.

THE NORTHERN ASSURANCE COMPANY.
CAPITAL £1,259,760 STG.

THE Undersigned, Agents for the above Company, are prepared to grant Insurances against Fire to the extent of £10,000 Stg. on any one Building, or on its contents.

For Terms, &c., apply to

TURNER & Co.
tf Shanghai, 3rd February, 1862.

AUSTRALASIAN FIRE, LIFE, AND MARINE INSURANCE COMPANY.
(Liability Limited.)
MARINE DEPARTMENT.

THE Undersigned having been appointed Agents in Shanghai for this Company, are now prepared to issue Policies on Marine Risks only, on the usual terms.

Losses can be made payable in Shanghai Hongkong, Calcutta, Melbourne, or London.

AUGUSTINE HEARD & Co.
tf 308 Shanghai, 4th December, 1863

INSURANCES.

ALLIANCE FIRE ASSURANCE COMPANY.

Capital £5,000,000 Sterling.

President:
Sir MOSES MONTEFIORE, Bart., F.R.S.
Board of Direction:
JAMES ALEXANDER, Esq., (Alexander, Fletcher & Co.)
C. J. BARNETT, Esp., (Barnett, Hoare, Barnett & Co.)
G. H. BARNETT, Esq., Glympton Park, Woodstock.
BENJAMIN COHEN, Esq., New Court.
JAMES FLETCHER, Esq., (Alexander, Fletcher & Co.)
WILLIAM GLADSTONE, Esq., (Thomson, Bonar & Co.)
G. J. GOSCHEN, Esq., M.P., for the City of London, (Fruhling & Goschen.)
SAMUEL GURNEY, Esq., M.P. for Penryn and Falmouth.
JAMES HELME, Esq., Director of the Provincial Bank of Ireland.
SAMPSON LUCAS, Esq., (Lucas, Micholls & Co.)
ELLIOT MACNAGHTEN, Esq., Director of the Provincial Bank of Ireland.
THOMAS MASTERMAN, Esq., Collingwood House, Brighton.
J. M. MONTEFIORE, Esq., Director of the Provincial Bank of Ireland.
Sir ANTHONY DE ROTHSCHILD, M.P., for the City of London.
THOMAS C. SMITH, Esq., 23, Oxford Square, Hyde Park.

ASSURANCES on buildings and contents, accepted at lowest current rates. Losses promptly and liberally settled.

JARDINE, MATHESON & Co.,
Agents in China.
tf 437 Shanghai, 20th May, 1864.

China Fire Insurance Company.

Subscribed Capital Tls. 2,000,000

In 400 Shares, of Taels 5,000 each.
Paid up Capital Taels 200,000.

DIRECTORS.

GEORGE TYSON, Esq., (Messrs. Russell & Co.) *Chairman.*
F. PORTER, Esq., (Messrs. Gibb Livingston & Co.)
J. THORNE, Esq. (Messrs. Thorne Bros. & Co.)
R. R. TYERS, Esq., (Messrs. Glyphant & Co.)
A. J. HOW, Esq., (Messrs. Johnson & Co.)
F. H. BELL, Esq., (Messrs. W. R. Adamson & Co.)

AGENCIES are established at the several Ports in China and Japan.

L. JOSEPHS,—*Secretary.*
tf 320 Shanghai, 22nd Aug., 1864.

THE LONDON AND ORIENTAL STEAM TRANSIT INSURANCE OFFICE.
137, LEADENHALL STREET, LONDON.
JAMES HARTLEY & Co., *Managers.*
ESTABLISHED 1843.

THE Undersigned having been appointed Agents at Nagasaki for the above office are prepared to accept risks by first class steamers.

GLOVER & Co.
8jy-66 465 Nagasaki, 1st July, 1864.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are now prepared to grant Policies in this Office on the usual terms and conditions to the extent of Shanghai Taels 15,000 on the contents of any one building situated on the British Concession at Tzechuhlin, Tientsin.

SMITH, KENNEDY & Co.
tf Shanghai, 25th August, 1862.

COMMERCIAL UNION ASSURANCE COMPANY.

Marine Branch: 5 ROYAL EXCHANGE AVENUE
LONDON.
CAPITAL,... ..2,500,000.

THE Undersigned having been appointed Agents for the *Marine Branch* of the above Company, are prepared to issue Policies at current rates of Premium.

GIBB LIVINGSTON & Co.
tf 258 Shanghai, 14th Oct., 1863.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are prepared to grant Policies in this Office on the usual terms and conditions to the extent of £10,000, on any one Building with its contents, or to the extent of £30,000 on three or more separate buildings in the same occupancy.

SMITH, KENNEDY & Co.
tf Shanghai, 25th February, 1859.

LIVERPOOL & LONDON & GLOBE FIRE INSURANCE COMPANY.

THE Undersigned are authorized to grant Policies against Fire on Buildings or their Contents to the extent of £20,000 at this Port, Hankow, Kiukiang and Tientsin, also on approved Chinese Buildings to the extent of £5,000.

DOW & Co.
31de 325 Shanghai, 5th Oct., 1864.

INSURANCES.

PHŒNIX FIRE ASSURANCE COMPANY.
LONDON.
ESTABLISHED IN 1782.
Trustees & Directors.

DECIMUS BURTON, Esq
TRAVERS BUXTON, Esq
OCTAVIUS EDWARD COOPE, Esq
WILLIAM COTTON, Esq.
JOHN DAVIS, Esq.
GEORGE ARTHUR FULLER, Esq.
CHARLES EMANUEL GOODHART, Esq.
JAMES ALEXANDER GORDON, Esq.
EDWARD HAWKINS, Jun., Esq.
KIRKMAN D. HODGSON, Esq., M.P.
WILLIAM JAMES LANCASTER, Esq.
JOHN DORRIEN MAGENS, Esq
JOHN TIMOTHY OXLEY, Esq,
BENJAMIN SHAW, Esq.
WM. JAMES THOMPSON, Esq.
HENRY HEYMAN TOULMI Esq.
MATTHEW WHITING, Esq.

INSURANCES against Loss by Fire are effected by the PHŒNIX COMPANY, upon every description of Property, in every part of the World, on the most favorable Terms.

The promptitude and liberality with which its engagements are always met by this Company are well known, and the importance of its relations with the Public may be estimated from the fact, that since its establishment it has paid more than *Eight Millions Sterling* in discharge of Claims for Losses by Fire.

The undersigned having been appointed agents of the above Company, are prepared to insure Buildings, Merchandise, Goods, and Property against Fire, for *large amounts.*

They are also authorized to insure Ships in the harbour against Fire, with or without cargo.

Claims will be paid either by the Agents here or the Company in London.

HUGHES, WILLGOSS & Co.
15jy-66 618 Yokohama, 3rd Mar., 1864.

THE
North-China Insurance Company
(ESTABLISHED 1ST JANUARY, 1865.)
CAPITAL, TAELS 1,250,000, IN 250 SHARES OF TAELS 5,000 EACH.
Paid up Capital, Taels 1,000 *per Share.*

DIRECTORS.

L. G. DUNLOP, Esq., (Messrs. Birley Worthington & Co.,) Chairman.
E. H. LAVERS, Esq., (Messrs. Gilman & Co.)
SOL. D. SASSOON Esq., (Messrs. David Sassoon, Sons & Co.)
H. HOWN WIGGINS, Esq., (Manager Commercial Bank Corporation of India and the East.)
DAVID REID, Esq., (Messrs. Reid & Co.)

THE Company being about to be reorganized for a further term of three years, from 1st January, 1866, applications for Shares will be received by the unuersigned until 31st October current.

A certain number of shares have been allotted to London, but further applications from there will be received until 30th November.

Applications for Shares, from persons not resident in Shanghai, must be accompanied by Power of Attorney to their Agents, to sign the Deed of Settlement on their behalf, and generally to represent them in all matters connected with the Company.

By order of the Directors,

J. S. MACKINTOSH,
Secretary.
Shanghai, 12th July, 1865.

FORM OF APPLICATION FOR SHARES.

No.
To the Directors of the
NORTH-CHINA INSURANCE COMPANY.
GENTLEMEN,

I hereby request that you will allot to Shares in the above Company, and I agree to accept such Shares, or any less number you may allot to ; and I agree to pay the first call of Tls. 1,000 per Share, and all subsequent calls, and to subscribe the Deed of Settlement whenever required to do so.

n 31oc Gentlemen,
—tf 625 Your obedient Servant.

NORWICH UNION FIRE INSURANCE SOCIETY.
Capital £550,000.
ESTABLISHED 1821.

THE Undersigned, having been appointed Agent for the above Society, is prepared to grant Policies to the extent of £7,500, against loss or damage by Fire.

1.—On Buildings and Goods stored therein.

2.—On Vessels lying in port and Goods on board.

F. R. GAMWELL.
23de 611 Shanghai, 24th June, 1865.

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NEW ADVERTISEMENTS.

CIRCULAR.

STEAM TO HONGKONG,
With H. M.'s Mails for Europe, &c.
THE P. & O. S. N. Co.'s Steam-ship

"ADEN,"

Capt. W. B. ANDREWS, will be dispatched from Shanghai, on Thursday, the 26th current, at day-light, with Her Majesty's Mails for conveyance to Europe *via* Hongkong.

Cargo will be received on board up to 5 P.M. of Tuesday, the 24th, and Parcels at this Office until Noon of the same day.

Correct forms of Bills of Lading can be had on application to this Office.

WM. DAVISON,
Acting Agent.

P. & O. S. N. Co.'s Office,
Shanghai, 20th Oct., 1865.

TELEGRAMS TO EUROPE PER INDO-EUROPEAN, MALTA AND ALEXANDRIA AND MALTA AND TRIESTE LINES.

THE Undersigned beg to tender their services for receipt or transmission of Telegrams by the above lines.

J. GIBSON THOMSON & Co.,
Agents for Reuter's Telegram Company, (Limited.)

Point de Galle, Ceylon, 21st Sept., 1865.
tf 650.

JUDSON'S ANILINE DYES,

In Crystals, Powder, or Liquid

Packed in Bottles, 1 and 2 ozs.; or Jars, 1 and 2 lbs. each.

NAMES OF COLOURS

Magenta, Rosaine, Fuchsine, Violet
Purple, Crimson, Mauve, Blue,
Green, Canary Orange, Yellow,
Phosphine, Scarlet, Red, Ultramarine,
Brown, Black, Regina, Soluble Blue.

The majority of our Dyes are entirely *soluble* in boiling water, and will dye without the addition of other ingredients.

The above may be procured through any London Merchant, or of the Proprietors,

DANIEL JUDSON & SON,
19a, Coleman Street, London.

N B.—Be sure and write for Judson's Dyes.
14oc-66 o-a-w 651 Oct. 14th, 1865.

FIELD GLASSES.—BURROW'S

BINOCULAR FIELD and SEA GLASSES
Finest Quality. Specially Mounted to stand Climate.

£3. 13s. 6d., £6. 6s., and £8. 8s. Power in proportion to price.

ALUMINIUM GLASSES,
EXTREMELY LIGHT,

£10. 10s., £14. 14s., £16. 16s., and £18. 18s. The Large Glass at £18. 18s. (6 by 5 inches) is one of the most POWERFUL yet made.

Address, with Remittance:
W. & J. BURROW, MALVERN, ENGLAND.

Telescopes, Opera Glasses, Aneroid Barometers, &c.

CAUTION.—Burrow's Glasses bear their Name and Address.

To order through Messrs. SMITH, ELDER & Co., or Messrs. GRINDLAY & Co.
14oc-66 o-a-f 652 Oct. 14th, 1865.

MISCELLANEOUS INTELLIGENCE.

NOTICE.—HOLY MASS is held in the Roman Catholic Chapel near the French Consulate, every Sunday at 7 and 9 o'clock in the morning, and BENEDICTION at 4 o'clock in the evening.

NOTICE.—DIVINE SERVICE is held at the Union Chapel (Shantung Road) every Sunday Morning at 11 o'clock, and in the Evening at 6 o'clock; also on Thursday Evening at 6 o'clock.

NOTICE.—DIVINE SERVICE is held every Sunday Morning at 11.30 o'clock, and Evening at 7.30 o'clock, in the American Episcopal Chapel, Hong-que.

NOTICE.—TRINITY CHURCH.—DIVINE SERVICE is celebrated every Sunday at 11 A.M. and 3 P.M. Holy Communion is administered on the first Sunday of every month.

Persons not holding Pews are at liberty to occupy any seats they may find vacant when the reading of "The Psalms" is finished.

LATEST DATES.

England,	......Sept. 14	Hankow,	........Oct. 15
Hongkong,	......Oct. 14	Nagasaki,	........Oct. 12
Tientsin,	......Oct. 12	Yokohama,	........Oct. 8

Latest dates in England, from China,—
Hongkong, ... June 28 | Received via Marseilles.
Shanghai, ... June 21 | August 15th.

OPIUM QUOTATIONS
For the week ending October 20th, 1865.

Oct.	Malwa New.—Tls.	Malwa Old.—Tls.	Patna New.—Tls.	Benares. Tls.
14,—650 a 660	nom.		486 a 489	470 nom.
16,—660 a 670	....		480 nom.	465 nom.
17,—665 a 675	....		475 a 477	460 nom.
18,—665 a 675	....		465 a 470	450 a 455
19,—670	....		470	...
20,—685 a 690	....		480 a 490	no quot.

DEATHS.

On the 10th instant, at sea, on board the P. & O. Steamer *Aden*, from Shanghai to Hongkong, EDWARD NOEL NEILSON, aged 25 years, of the house of OLYPHANT & Co.

At Hongkong, on the 15th instant, after a few hours arrival per *Sumonada*, JOSE MARIA DE COUTO, of the house of Messrs. OLYPHANT & Co., Shanghai.

LATEST SHIPPING INTELLIGENCE.

ARRIVALS.—October 20, *Kiangse*, (Am. str.), Gray, from Ningpo; *China*, (Ham. str.), Moller, from Hongkong; *Osprey*, (H. M. S.), Menzies, from Hankow; *Aden*, (Br. str.), Andrews, from Hongkong; *Fusiyama*, (Br. str.), Dundas, from Hakodadi; Oct. 21, *Whampoa*, (Br. str.), Whitelow, from Ningpo.

DEPARTURES.—October 20, *Waratah*, (Br. str.), Oliver, for Foochow; *Kiangse*, (Am. str.), Gray, for Ningpo; Oct. 21, *Dartmouth*, (Br. str.), Davies, for London.

·PASSENGERS.

ARRIVED.—Per S. S. *Aden*, from Hongkong, —Messrs. Torckler, Jackson, Winch, Lavers, Probst, Hunter and Urquhart.

THE P. & O. Co.'s Str. *Aden* with Mails, &c., for Europe, will leave on Thursday, the 26th instant.

THE London Mail of the 11th Sept., due in Hongkong on the 27th Oct., and here on the 1st Nov.—It arrived last year on the 1st Nov., per *Aden*.

THE French Mail of Sept. 17th, due in Hongkong on the 28th Oct., and here on the 5th of November. It arrived last year on the 8th of November per M. I. Str. *Labourdonnais*.

TERMS FOR ADVERTISING.—To Subscribers. Ten Lines and under, *One Tael*:—each additional line *One Mace*. One-half of these charges for repetitions. Contracts may be made for 3 months, or longer, *payable in advance*.

☞ *Advertisements will be repeated unless countermanded.*

ORDERS.—From other ports, for Subscription and Advertisements, must be accompanied by a reference for payment in Shanghai, or they cannot be attended to, in consequence of the inconvenience of collecting small sums at distant places.

PRICE OF THE NORTH-CHINA HERALD.—Per Annum, *Fifteen Taels*;—Six Months, *Eight Taels*; —Three Months, *Four Taels*;—*all payable in advance*. SINGLE NUMBERS.—To Subscribers, 2 *mace* 5 *cand.*:—To Non-Subscribers, *Five mace*. Subscriptions will be considered as renewed, unless notice to the contrary be given before the expiry of the current term.

THE publication of the *North-China Herald* commenced at 3h. 15m. P.M.

The North-China Herald.

IMPARTIAL, NOT NEUTRAL.

SHANGHAI, SATURDAY, OCTOBER 21, 1865.

H. B. M. SUPREME COURT.

Before SIR EDMUND HORNBY,
Chief Judge.

September 28th, 1865.

REGINA *versus* E. A. REYNOLDS and A. HOLTZ.

Counsel for the prosecution, Mr. MYBURGH.
Counsel for the defence, Mr. ROBINSON.

MR. MYBURGH, in opening the case for the prosecution, said that it was a case of no common importance, involving momentous legal questions, and affecting the interests and prosperity of the port. The case came before the Court on a summons forwarded upon an information laid by the Harbour Master, Mr. Hockly, against the defendants who were co-owners of a lot of land on the Putung side of the river. The charges against the defendants were that, by those acts which were set out in the summons, they were causing the diversion of the accustomed channel of the river Wangpoo, and otherwise interfering with it, to the impediment and damage of the free navigation of the river and against the rights and interests of the Emperor of China. These charges the Chinese government had conceived it their duty to lay against the defendants in the interests of its own subjects as well as of those who by treaty are enjoying privileges in the port. The defendants, in certain correspondence which had passed between themselves and H. B. M. Consul, had admitted that they had imbedded casks in the mud on the river bank and had bunded in the frontage of the river, and that the mole or jetty in course of construction was their work. But they claimed to have a right to place and erect these obstructions, which the prosecution asserted were a nuisance. No such right, he (Mr. M.) contended, existed. The defendants were lessees, according to their title-deed, of twenty *mow* of land, and by payment of land-tax to the Emperor of China, acknowledged him as lord of the soil. They have clearly no unconditional right even to the land mentioned in the title-deed, and they hold their land subject to the law of China as it affects the tenure of land. Of this law in this particular case the Court was bound to take cognizance. The case of the defendants appeared to be that as the owners of twenty *mow* of land which by title-deed was stated to be bounded on one side by the river, they have become entitled to the land formed between their property and the river by natural deposit and otherwise, and amounting, as he would shew by the evidence of Mr. Knevitt, the surveyor, to 75 *mow*. The defendants did not dispute the law of England as it affected the rights of the crown in cases similar to this, but denied that the law of China gave rights to the crown co-extensive with that given by English law. The question of right involved the consideration of the *lex loci rei sitæ*, which would be proved by the Chief Magistrate of Shanghai to give a landholder no more than the quantity of land in the title-deed, and, in the case of land situated on the water-side, to give to the Emperor of China all alluvial deposit however formed, and all land between high and low water marks. Assuming, however, that the defendants possessed the land claimed by them as far as low water mark, he would refer to the valuable maxim, *sic utere tuo ut alienum non lædas*. Here by those acts they had not only injured the property of their neighbors but were interfering with the rights of the state. The defendants might say that the obstructions did not amount in law to a nuisance. He would refer on this point to Black., vol. IV., p. 336, where it was defined what in law constituted a nuisance. He (Mr. M.) also submitted that, independently of the question of right and the application of Chinese law, a nuisance had been committed within the meaning of cases decided in our own courts. He referred to the cases of the King *v.* Ward, 4; Ad. Ell. 384, where it was also held that on indictment for erecting an embankment in the waterway, it was no defence that although the work was a nuisance in some ways it was a benefit in others. This plea, however, he believed would not be set up by the defendants. Upon the point of the application of the *lex loci* he would refer to Story on the Conflict of Laws, p. 7-9. The King *v.* Lord Grosvenor, 2 Starkie's [illegible], was a case analogous in fact to the present. The witnesses for the prosecution would prove the charges and shew clearly how the river was diverted and obstructed and its safe navigation impeded. Upon these facts the prosecution asked for a conviction and an abatement of the nuisance.

(*Court adjourned.*)

(*October 13th.*)

A. C. CARROLL said:—I am interpreter in this Consulate. This deed comes from the archives of the Consulate. It is a title-deed, issued from this office, in English and Chinese, for land rented to Mr James Hooper by the proprietor Chang Quai-fung, on the 16th of January 1856, and measuring twenty *mow*. It is bounded on the north by the Wangpoo River; on the south by Chinese property; on the east by a public road; and on the west by the Wangpoo River. On the 26th of February 1862, Mr. Hooper transferred the entire lot to Mr. Holtz. It was again transferred on the same day to Messrs. Holtz and Reynolds. There is no other transfer mentioned in this title-deed. This is a letter from Mr. Consul Winchester to Messrs. Reynolds and Holtz, dated Sept. 12th 1865. (Letter read.) This is the Taotai's letter to H. B. M. Consul. I have made an official translation of it. (Translation read.) I believe H. B. M. Consul received an answer from Mr Reynolds to his letter. This is the answer, dated Shanghai, Sept. 13th 1865. (Read.)

To Mr. ROBINSON:—The translation of the Taotai's despatch is not quite literal. It is literal except that it omits recitals of former correspondence which are given in a condensed form in the original. The portion omitted runs as follows:—"The Taotai states that he received a dispatch from H. B. M. Consul saying that Messrs. Dent & Co. had enquired whether or not foreign merchants who had rented ground on the Putung side, if afterwards other ground rises up, can take in such land and use it as part of their ground rented; and if such can be done what are the limits of measurement. They request the Consul to enquire into this. The Consul in reply has stated that he has examined into the case and I (the Consul) find that in my office no despatch has been received from you and I have therefore no grounds to decide upon. I therefore beg of you to examine minutely and to send me an answer, that, this case being decided, we may have a precedent. On receipt of this I (the Taotai) note what you say about not having received any despatch relative to the application of Messrs. Dent & Co. I have not received any despatch from the former Consul about this application from Messrs. Dent & Co. But formerly in reference to encroachments injurious to the river made by Reynolds of the Fuh-lee hong, I have received orders from the Tsung-li yamen to the effect that they have communicated with the British Minister and that he has issued orders to the former Consul, Markham, strictly prohibiting the above. Now if the land mentioned by Messrs. Dent & Co. is the same as that referred to by the Tsung-li board it should be treated in accordance with the prohibition. If it is another piece of land we should wait till the officers deputed have examined and decided as to whether it has had any bad effect upon the course of the river, and we shall act accordingly. At the same time I deputed the Shanghai magistrate and the Wei-yuan Chên to examine and report, and I inform you that I have done so. Now, according to the report of the Shanghai magistrate Wang and the Wei-yuan Chên, they went, on the 3rd day of the 7th moon, with Mr. Interpreter Carroll and a person who was requested to come from Messrs. Dent & Co.'s, to examine the ground. The person from Messrs. Dent & Co. having arrived on the spot, stated that Messrs. Dent & Co. had not got Putung land and had not requested a commission to extend their limits. They then asked these two Chinese how it was that this did not agree with the Consul's first statement to the effect that Messrs. Dent & Co.'s application was produced by damage to the river caused by the land jutting out at Mr. Reynolds' property."

The despatch was received on the 11th September. It is dated the 10th. It is written by the Taotai acknowledging receipt of a letter from H. B. M. Consul in which the despatch from Messrs. Dent & Co. was mentioned, but saying that H. B. M. Consul had no records to go on. The draft of that letter may either be in English or Chinese, I am not certain in which. No one desired me to omit the first part of the despatch. I took that responsibility on myself. Captain Lowes was the person who went from Messrs. Dent & Co.

WANG, Magistrate of Shanghai, said:—I am acquainted with the laws of China. According to those laws, land bought or rented is specified as to extent in the Title Deeds, and cannot be added to. If any increase be made it belongs to the Crown. It is punishable to deposit anything in a river between high and low water marks.

To MR. ROBINSON.—I have taken possession of land thus formed, and sold it again either to the original owner or to other people. In case the ground is made to rise by obstruction, it would not be sold to the original owner, and he would besides be punished. I have acted in cases of Chinese property but I have not heard of any case of the kind in the foreign settlement. If such land rose outside Chinese owned land the mandarins could build a wall thereon, but houses could not be built and let to others. If the title-deeds mentioned that the land was bounded by the river the crown could also build a wall. In fact the land having already risen it would no longer have river frontage. If a wall were built between the property and the river, the quantity of land mentioned in the title-deed would still be accorded to the owner inside the wall. I don't know of any case in which foreigners have extended land by deposit, and have insisted on using the extension. If such a case arose the Taotai would be the person through whom any remonstrance would be made. Such cases might have occurred in the Taotai's Yamên without my knowing it. Transferring of land between Chinese goes through me, but where foreigners are concerned, the Taotai has to look after it. If land is taken by the Mandarins no compensation is made. If land is washed away the land tax is escaped, but if land be added it belongs to the government. This is laid down in the laws relating to the Board of Works, and in the *Ta-tsing-liu-li*.

The COURT reminded Mr. Robinson that the charge against the defendants was that they had created an obstruction between high and low water marks, not that they had illegally taken possession of land.

MR ROBINSON thought that it was necessary to prove whether Mr. Reynolds was or was not trespassing. If not he was only doing what he had a right to do on his own land.

Examination continued.—Persons putting up jetties are punishable if such jetties are not on their own ground. Land is mentioned in the title-deeds according to the number of *mow*. I have never seen a deed in which, irrespective of measurement, land was granted to low water mark.

F. H. KNEVITT said:—I am an Architect and Land Surveyor. In April 1864, I was called on by Messrs. Reynolds & Holtz to survey their land. I made the survey. This plan is made upon that survey. The measurement was 86 *mow*, 1 *fen*, 6 *li*, 8 *how*. The lot was bounded by a wooden jetty on the North, a bamboo fence on the South, the river on the West, and a very irregular line on the East. I swear to the correctness of the plan.

The plan (D) was put in.

To MR. ROBINSON:—6,000 feet I calculated to each mow. The usual figure is 6,600 in buying and selling land, not 7,260. I don't know of any instance in which land on other parts of the river has largely increased. I have surveyed land in which there may have been more or less land than in the title-deeds. The boundary on the East was principally a foot-path. I made the whole of the West and North-west boundary the river. In making my calculation I measured to low water mark.

To THE COURT:—The amount of solid land never covered by water, would, I should think, be about 53 mow of 6,600 feet each.

J. M. HOCKLY, R.N., said:—I am an officer in Her Majesty's Navy, and Harbour Master of the port of Shanghai. I have been Harbour Master since May 1st 1862. My duties are to berth vessels, see that they are properly moored and carry out the Harbour Regulations as agreed to by the Treaty Consuls. As conservator of the Yang-tsze I perform the duty of preventing the placing of obstructions. I know the Putung point. I know the defendant, Mr. Reynolds, occupies land at Putung. The point is not now in the same state as when I assumed office. It has been increased by the placing of barrels in the vicinity of the point. Those barrels were placed by Mr Reynolds. When first placed on an average they were 50 ft. from low water mark, and 80 feet from high water mark, ordinary tides. They were at first put on the top of the mud, and stones put in them to keep them in position. The placing of these tubs tended to increase the deposit, by the tidal stream being checked, and the water being thus prevented from going over the smooth surface of the bank where it would have left a natural deposit on the top. The tubs caused a deposit to fall outside. When I noticed the tubs I complained (E) to Messrs. Reynolds and Holtz. That complaint was made in writing. (Certified copy of letter handed in.) It is dated May 11th, 1863. In it I protest against "against bunding-in land below high water mark, &c." In reply I received a letter (F) dated 30th May, 1863. (Read.) It stated that the casks were within low water mark and that defendants were going to enter into a contract to build a jetty. The tubs were not removed. I then wrote Messrs. Reynolds & Holtz another letter (G) dated June 5th, 1863, reiterating former objection. No notice was taken of the second letter. These tubs were removed last September. The continuance of the tubs increased the point 154 feet in the first year. In the second year it made about 40 feet. To that extent therefore the river has been narrowed. On the Putung side the right bank of the upper reach has extended in like manner as the point. The flood tide striking the point causes an eddy tide above it, and that causes a deposit to form. In the lower reach the same effect is produced by the ebb tide. (Witness then explained his views more fully by demonstrating them upon a chart of the river). I can't tell the extent of the bank produced. The extension of the bank of the river increases the *chow-chow* water around the point. The *chow-chow* water has increased since Mr Reynolds put down the tubs. Vessels coming to their anchorage in the upper reach are rendered unmanageable through the effects of the *chow-chow* water. Previous to this obstruction there was some difficulty experienced by vessels in rounding the point but that difficulty has since increased. Mr Reynolds has lately placed an obstruction on the bank of the river at Putung—a jetty formed of mud and stones. I was absent when it was commenced but the first letter with reference to it was written on the 24th of August. (Letter, from the Deputy Harbor-master to Mr. Reynolds, read). The obstruction was continued, however, until this Court was adjourned on the 28th ulto. Since my appointment, application to build jetties or wharves has been made to me previous to their being commenced. The jetty at present extends to low water mark. I consider the same effect will be produced as by the casks. A deposit will be formed outside the jetty increasing the mud flat. The *chow-chow* water is always worst at the last two hours of the ebb tide. It is caused by the ebb tide coming down with great strength on the Putung side, where it meets the obstruction of the Putung point; a large quantity of water then recoils from the point and passes off towards the centre of the stream. On the other side of the river the last two hours of the ebb tide coming down the Soochow creek takes the same direction as the flood tide. This stream passes up to abreast of the Custom House. It then meets with the ebb tide passing down the river. This water then passes off to the centre of the stream and meets with the water that has recoiled from the Putung point. The consequence is that the three bodies of water meeting from different directions cause that whirling motion which is called *chow-chow* water. The *chow-chow* water has increased both in intensity and extent. I suppose it has extended 50 feet further up the river and further down also.

To MR. ROBINSON:—I arrived in September 1861. When I arrived there was a point. There was a junk sunk about 300 feet below the point. The junk caused some deposit. I took steps to remove the junk but did not succeed. The matter was referred to the Chinese authorities and the Consul. I never found it impossible to pass in a boat between where the junk lay and the shore. By my position as conservator of the Yang-tsze I was entitled to write the letter dated May 11th to Mr Reynolds. I also wrote to the Taotai. I took no other steps. I don't think there has been less deposit this year that during any year for the past five years. I do not think that in other places in the river the surveys made in 1863 are useless; I think they may be trusted. There has been a large natural deposit at Dow's Wharf, about two miles down the river, where the bend is not so sharp as here. I do not think it follows that the sharper the point, the greater will be the deposit. The striking of the tide upon the point has not had the effect of wearing it away. It has had this effect further down, which was also partly caused by the steamers passing. The plan put into my hand by you shews the shape of the land. Even if the Putung Point were not there, I, as a sailor, think the *chow-chow* water would still exist. I have not heard the Municipal Engineer express an opinion on the subject. It is probable that two bodies of water meeting from opposite directions would cause an eddy. The ebbs from the Soochow creek and the Wangpoo do not meet at right angles. The eddy is caused by the meeting of three bodies of water. When I became Harbour Master I sounded at Putung point. I have not now got those soundings, but they may be found in the English Government Chart of 1862. In May 1863, at average high water, there was about four feet of water over the tubs. I consider that Mr Reynolds has impeded the navigation of the river by narrowing the channel and increasing the *chow-chow* water. I first saw the tubs in May 1863. The letter of August 24th, I did not accompany by the Consular Notification of March 19th 1863, relative to enforcement on the subjects of all nations alike. I did not think it necessary to do so. Mr. Collier's jetty is a boats' jetty, and he did not apply to me for permission to build it. It extends to low water mark. I wrote to Mr Collier on the subject. Mr Collier gave some explanation of the matter, but I forget the circumstances now. Howard's Wharf was built before I became Harbour Master. It extends a very little below low water mark. It was finished just before I got the appointment. The American Consul was written to on the subject, but no change has ever been made in it. The Municipal Council jetty opposite may also cause a deposit. The Taotai consented to its being erected. It is not such an obstruction as the jetty at Putung. I think the mud flat opposite the Consulate is caused by natural causes and the bad state of the jetties which obstruct the stream. The increase of the French bund is 100 feet. I think in the course of time there will be a natural deposit outside. I do not think this will affect the course of the river, as the stream is straight there. About three-quarters of a mile below the point the *Lord Lyndhurst* lay. She was there for from six to nine months certainly. As conservator of the river I have never made any representation for the removal of the bar at Woosung. It would be unnecessary as the water has deepened a foot during last year.

To Mr. MYBURGH:—With the extent of the point the bank extending across the river from the point to Dent's wharf, has increased. Mr Medhurst's Notification refers only to ships' wharves. I have always endeavored to enforce the Consular Notification when ships' wharves were to be built.

G. RAPATEL said:—I am first Lieutenant of the *La Place*. I came here about the 1st of August, 1865. I know the Putung Point. I have walked there twice. I noticed when there that a wharf was in course of construction. I believe that the wharf is very bad for the direction of the water. If the jetty be allowed to remain, the depth of water will decrease and the mud inside the jetty will extend outwards. It will also cause the increase of the point, and this will interfere with the navigation of the river.

To Mr. ROBINSON:—I think the point will be found to increase rapidly in size. (The witness at great length explained his views as to how the jetty affected the growth of the point). If the jetty were removed I believe the point would still increase. The Putung Point itself is the cause of the deposit, but you increase Putung Point by placing obstructions. (Some letters bearing on the case were then read by Mr. Hate, but he was unfortunately almost inaudible.)

D. PATRIDGE said:—I am commander of the Receiving Ship *Lady Hayes*. I have commanded her for three years. She is anchored opposite Jardine's. I have been in and out of Shanghai since 1843. I know the Putung Point. Ever since I knew it I noticed an increase in it. I remember when the tubs were put on the point, but don't know whether they were above or below high water mark. I have not noticed a greater increase in proportion since the tubs were put there. I have noticed a great increase in the *chow-chow* water during the past year. I know this from pulling across in a boat and our ship going round and round. It always did this but did so more than usual during last spring tides. A jetty has been lately constructed opposite the igon godowns on the Putung Point. I don't know what effect it will have; I have not troubled my head about it.

To Mr. ROBINSON:—I attribute partly the swinging of my ship to the greater quantity of water at spring tide. I did not notice that the increase of the Putung Point had any effect on the navigation of the river. I consider all jetties a disadvantage to the river.

S. A. VIGUIER said:—I was formerly in the French Navy as first class midshipman. I am now in the Harbour Master's office. I, by order of the Harbour Master, made this plan of the river. I took the soundings marked therein myself. I know Mr Reynolds' property. I know the boundaries. (Witness then proceeded to give further particulars with regard to the land on the point.) In measuring the land I did so according to the Consular Notification regarding measurement.

To Mr. ROBINSON:—Opposite the Putung Point the water is very deep. Opposite the point it ranges in depth from one to ninety feet. Since February 1864, except along the bank, the soundings remain nearly the same. The Putung Point has increased but I have noticed little difference in the soundings along the bank off the point. In mid-channel, below Lindsay's Wharf, my soundings are much deeper than in the Government Charts. Abreast of the New Dock the river has deepened. Off Putung Point the water deepens very rapidly. At 200 feet from the point I think there are 31 feet of water.

To Mr. MYBURGH:—I have made a calculation of the extent to which the river has narrowed. The river narrowed 315 feet from the point across to Howard's jetty, during 1864. (Witness then shewed the exact shoaling of the river at different places since 1864.) The deepening of the channel is caused by the narrowing of the banks of the river.

Mr. ROBINSON objected to the new question raised, and he was allowed to elicit the following additional evidence.

To Mr. ROBINSON:—The narrower the channel the less will be the facility for navigation. In 1863 I measured the distance from the barrels to low water mark. It showed an average of 45 feet. In 1865 it showed an average of 160 feet. I do not know whether the land I measured is Mr. Reynolds' land or not.

J. CLARK said:—I am civil engineer to the Municipal Council. I have lately devoted some attention to improving the river Wangpoo. I know Putung Point. I know what is called the *chow-chow* water. I believe the extension of the point would increase the *chow-chow* water. The removal of the point I at one time suggested. The point keeps out a vast volume of tidal

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water, it lessens the water in the upper reach and causes the banks in the river to increase. An obstruction would check the course of the stream and interfere with the navigation of the river.

To Mr. Robinson:—My experience here extends over two years and a half. I find that the *chow-chow* water has increased much of late. I believe the whole of the land that Shanghai is on has been reclaimed from the river. I do not know that within the last six or seven years the site of Hongqua has been reclaimed from the river. The *chow-chow* water is worst at about ½ ebb. The tide strikes upon the North bank of the Soochow creek and flows round the front of the English settlement, meeting the water of the Wangpoo in a different direction. The meeting of the waters causes *chow-chow* water and deposit upon the outside edge. If 100 feet were taken off the Putung Point, the *chow-chow* water would not have more space, be lessened but not done away with. If the starling point of the creek were formed I think the *chow-chow* water would be stopped. I think the Soochow creek is the great cause of the *chow-chow* water. I propose to cut 700 feet off the point. So long as the *chow-chow* water exists so long deposit must be produced. The new jetty built by the Municipal Council cannot prove an obstruction but a similar jetty on the Putung Point must do so, as it would tend still more to increase the point.

To Mr. Mybrugh:—My scheme is that the course of the Soochow Creek should be diverted in order to do away with the *chow-chow* water. To improve the river and to admit the greatest possible amount of tidal water, I would cut off 700 feet from the point. With the Soochow creek running as at present the extension of the point must increase the *chow-chow* water.

(*Court adjourned.*)

(*October 14th.*)

Captain H. W. Burne, H. M. S. *Manila*, said:—I have been in command of the *Manila* for about two years and nine months. Shanghai has been my head-quarters. I know the Putung Point. It has extended greatly since I first came here. I have noticed a row of casks placed on the bank. I have seen them covered at high water, when pulling round the point. The effect of the casks being placed there would be to increase the point, by causing a greater deposit around them. I know what is called the *chow-chow* water. The extension of the point would tend to increase it. (Witness explained his views upon the chart). The existence of the *chow-chow* water impedes the navigation of the river. I have lately noticed the construction of a mole or jetty in the vicinity of the point. It is made of stone and extends to low water mark. If it were allowed to remain, I should think the banks in the neighborhood would grow. The tide would thus cause a deposit to settle.

To Mr. Robinson:—The casks were not flush with the land when I saw them first. I don't know why the casks were put there. I have not seen them for a long time, and therefore am not in a position to say whether they are still there. Before the flood has actually made there is a flood under-current. Were the point not there, there might be a little *chow-chow* water but not so much. I don't know whether there is *chow-chow* water at Woosung. I don't know how far the mole is to extend-land. I do not think it is parallel with the course of the str eam, I have not examined it. If the river were bunded down for half a mile the point might grow; I can't say. I don't think the jetty would cause the bank to grow on the lower side of the point. I don't recollect a junk lying off the point.

To Mr. Mybrugh:—I do not think the extension of the point itself would cause the bank to increase in the Lower Reach.

(*This closed the case for the prosecution.*)

Mr. Robinson, in opening the case for the defendants, said that he quite agreed with the Counsel for the prosecution, that this was a case of considerable importance, but on grounds somewhat different from those assigned by him. His learned friend thought the prosperity of this port was imperilled by the action of the defendants, while he (Mr. R.) thought it more likely to be benefitted by what they had done. Leaving aside the pecuniary interest of the defendants, the case involved the application of the criminal law of England to Englishmen in China. Now, he might say that this was scarcely a case to enlist the sympathies of Englishmen, or of an English court of justice. These proceedings were supposed to be taken at the instigation of the Chinese authorities, but the portion of the Chinese dispatch of which the defendants had heard a translation for the first time in Court the day before, clearly showed that they had been suggested to the Chinese authorities by private individuals. If the Chinese were really sincere in this case, why did they leave an obstruction like the sunken junk for years off this very point? Why did they not clear away the *Lord Lyndhurst*? Why did they not improve the bar down the river, and place buoys and erect light-houses? It was therefore most improbable that they would have prosecuted Mr. Reynolds if left to themselves. He would now come to the charge so far as he could pick it out of the evidence, and which he understood to be:—That the defendants on the 12th September 1865, and divers other days previously, did, and still were filling in with earth and stones a portion of the river between high and low water mark, thereby causing a diversion of the channel, to the impediment and danger of the navigation of the river. His first answer to this would be that it was not a fit subject for a criminal charge because the defendants had acted under the *bond fide* impression that they were only doing what they had a strict legal right to do. The learned Counsel quoted, in support of that proposition, passages from the 4th vol. of Steph. Blackstone, p. 210, and Archbold's Criminal Pleadings, p. 100. It was unnecessary for him to call the attention of the Court to the 9th Article of the new Order in Council, or to Rule 339 of the new Rules, but he submitted that a proceeding of this kind was never contemplated by the framers of the Order in Council. The offence, if it existed, was one against the sovereign rights of the Emperor of China, and therefore a prosecution at the suit of the Queen of England was bad. Again, it was dangerous to allow such proceedings to be taken here without some restraint equivalent to the application for leave to file a Criminal Information in England. Mischievous or vindictive persons might avail themselves of such a proceeding to harass and annoy innocent persons. For these reasons he submitted this charge ought not to be sustained. His next answer would be, that no part of the offence charged which did not arise within six months from the date of laying the Information, could be entertained by the Court. In support of this he referred to the 11. and 12. Vic: c. 43. s. 11., and Oke's Magisterial Synopsis, p. 97. It was in evidence that the casks had been laid down in 1862, and since then nothing had been done beyond the erection of the jetty. Then as to the offence charged he should submit it had no existence. No alteration of the channel had been proved, and the line of low water mark was everywhere the same as at Mr. Reynolds' property. An inspection of the ground would at once satisfy the Court that the other side of the river, opposite the British Consulate, upon which ground there were no buildings. Here Mr. Robinson quoted an extract from Dr. Lamprey's paper entitled "Notes on the Geology of the Great Basin," pp. 12 and 14, read before the Royal Asiatic Society. It was absurd to talk of this petty being an impediment to the navigation, if so, every jetty in the place was. It was parallel to the stream and inside the strength of the tide, and more than 100 yards from the headland. One of the witnesses for the prosecution had proved that the navigable channel was deeper now than some years ago. There had never been any depth of water over the land in question, therefore no prejudice existed now, and as regarded the extension of the point Mr. Reynolds objected to it as much as any one, and had constantly been digging it away. But the natural causes were too strong, and produced similar effects at every sharp bend in the river, as for instance near Messrs. Dow & Co.'s wharf. Vessels did not experience any more difficulty in rounding the point now than before, and the mole erected by Mr. Heywood's end not in any way increase the point. It would be proved that the junk which was allowed to lie there for years did cause a considerable deposit there, and for this the Chinese authorities were responsible. On these grounds therefore he submitted that nothing in the shape of an obstruction was proved to have been caused by the defendant. Fourthly, he submitted that in all cases, and particularly here at Shanghai, every man having land bounded by the river has a right to protect himself against its encroachments. (Chitty's Burns' Justice, vol. V., pp. 363 and 364.) On the other know well what foreigners buy land for, and do not therefore expect them not to take precautions to keep their land from being overflowed, and the land belongs to the purchaser down to low water mark. Fifthly, assuming for the sake of argument that the defendants had not a strictly defined legal right to do what they have done, he (Mr. R.) would submit that any injury which had arisen or which could arise therefrom was too insignificant in its nature, too uncertain in its cause, besides being sanctioned by time and example, to submit of its being made the foundation of a criminal charge. The question was whether the acts of the defendants amounted to a public nuisance or not. In England this question would have to be decided by a jury. R. v. Betts, Arch: Crim: Pl:, 767, and R. v. White Rosco Crim: Evid:, 767. These cases also showed that an obstruction in a navigable river was not necessarily a nuisance, and the witnesses called for the prosecution, who disagreed amongst themselves, and those for the defence, might fairly represent the opinions of a jury. As to what obstruction amounts legally to a nuisance he would refer the Court to the case of R. v. Randall cited in Rosco Crim: Evid. p. 359. Lastly, he (Mr. R.) could not imagine why a fact should be made against this particular mole when others which equally run to low water mark, and some beyond, were neither objected to nor removed. There were numberless obstructions on the Shanghai side of the river between high and low water mark, and if they were not nuisances why was Mr. Reynolds' mole? The Putung Point had grown into a particular shape and was the result of natural causes which could not be avoided, except at vast expense. (Mr. R. then proceeded to analyse at some length the evidence for the prosecution. The evidence might be dismissed as he knew nothing of the application of Chinese law to foreigners. Mr. Knevitt only proved that the defendants' land now exceeded the quantity in their title-deed, which was not a criminal offence. Mr. Hockly's great point was that the tube was little the stream. An inspection of them would show that this was impossible. Mr. Hockly had objected in the beginning of 1863, and wrote to Pekin on the subject, and answers were received from Prince Kung and Sir P. Bruce, but no steps were taken either by the Consular or Chinese authorities. In 1864 Sir Harry Parkes was applied to by Mr. Hockly, but he did nothing, after personally inspecting the property. And now at the end of 1865 this charge is brought. After allowing the defendants to proceed all this time the Chinese ought not to be allowed to complain. Mr. Hockly, again, said that the tube striking upon the Putung Point rebounded and caused the *chow-chow* water. But Mr. Clark the engineer, another witness for the prosecution, differed *toto cœlo* from the Harbour Master, and said the *chow-chow* water was produced by the tide striking the North shore of the Soochow creek, on the other side of the point. It was only natural to think that Mr. Clark was as good a judge as Mr. Hockly. The latter thinks if there were no Putung Point there would be no *chow-chow* water; the former, that the same result would be obtained if there were no Soochow Creek. Assuming the latter opinion to be correct, the defendants are surely not responsible for the existence of the Soochow Creek. Monsieur Rapatel's evidence was not worth much, as he had only been acquainted with the river for about a month The evidence of Captain Patridge and Monsieur Vignier was in favor of the defendants, that of the latter proving that there had been little change in the soundings for some time, except for the better.

C. E. Kopod said:—I have navigated this river for many years. I am acquainted with the Putung Point and the buildings on it. I don't think those erections impede the navigation of the river. The point is more extensive now than before, but why I am not able to judge. There is not so much *chow-chow* water as in past years.

To Mr Mybrugh:—There would be an eddy to leeward of an obstruction across the river. There would be slack-water to leeward. If the mass of water were charged with mud a deposit would, I should imagine, be caused. If the obstruction extends to low water mark, provided the tide does not go over it, it will cause a deposit. I have been in Shanghai for nine years. I have not noticed any greater increase in the extent of the point during the past two years than previously. Formerly there was a shoal off the point but then it was covered. I have some idea what 15½ feet is. I think the shoaling in creased more in 1863 than in any other year. I think inside of Mr. Reynolds' jetty a deposit will be caused, but not outside. I mean by *chow-chow* that the *chow-chow* water has increased. On an average it has decreased. I do not know it to be the opinion of most men that it has increased.

To Mr. Robinson:—I recollect the junk sunk off Putung Point. I think a deposit was likely to form between the junk and the shore.

Dobbyn, master of the *Banker Hill*, said:—I know the Putung Point. I have been on the river for five years and a half. I do not consider that it is more difficult to navigate now than five years and a half ago. I think the *chow-chow* water is less than it was five years and a half ago. I have noticed this decrease within the last two years. I think the increase of Putung Point is caused by the natural deposit of the river. I don't think the jetty is any impediment to the course of the river. It may be an impediment to small craft but not to ships.

To Mr. Mybrugh:—I noticed tubs placed on the point by Mr. Reynolds. They were laid on the top of the mud and placed pretty close together. They were not far enough out to cause any diversion of the tide. I have lately seen what is left of them. They were filled up from behind by coolies. I do not think that the tubs would cause any further deposit. If a solid mass in a tidal stream extends far enough into the water it will cause a deposit I don't think the barrels were placed eighty-eight feet from high water mark. I saw them placed. On the point, with an ebb tide, were the barrels fifty yards outside high water mark I don't think they would cause any deposit. I account for the *chow-chow* water by the three directions the streams take when meeting. I have seen the same thing in other rivers. The Putung Point is difficult to round, often dangerous. The point is now nearly an acute angle.

To Mr. Robinson:—The mud was taken from below high water mark to fill up behind the barrels. The point is not more difficult to round now than it was three years ago.

G. Cobb, master of the *Wild Deer*, said:—I was here in 1857. My vessel was anchored nearly opposite Jardine's. The *chow-chow* water was then very violent; the vessel used to swing very violently round and round. I was not here again until last year. I could see no apparent change in the intensity of the *chow-chow* water. I do not think it is worse now than in 1857. The Putung Point existed in 1857. It was not difficult to get round, with a steamer. I do not think it is more difficult now under the same circumstances.

G. Bennett, master of the Receiving Ship *Wellington*, said:—I have been here for about seven years and a half. I purchased some land in 1861, situated above Mr. Reynolds' jetty, on the same side; I bought it for Sassoon & Co., from Mr. Reynolds. It became necessary to measure the land. It was measured in the presence of the Tipao and Mr. Alabaster. There was a great deficiency in *more* according to the title-deed. The Tipao went down as far as he could go in the mud when measuring. There was a trifling difference there and he had to go further out and put the bamboo measure five or six inches into the water. This land was measured down to low water mark. After I bought it negotiations were entered into for bunding the land. The project was abandoned because it was too expensive. I don't think the erections on Mr. Reynolds' land impede the navigation of the river. I think the river is as easy to navigate now as it was seven years ago. I have had to shift my vessel out twice, in consequence of the shoaling on this side of the river.

To Mr. Mybrugh:—I have paid so little attention to the point and bunding that I don't know anything about it.

W. Gamble, Superintendent of the American Presbyterian Mission Press, said:—Some time since I purchased a piece of land here. The land I purchased was on the Shanghai side and was bounded on the East by the river, and on the West, North and South by streets. In the course of time I reclaimed land from between high and low water mark by filling in. I have got the original deed. I asked the Chinese authorities for a fresh deed consolidating the land I had bought with the land I had reclaimed. They objected, saying that the measurement of the land in the new deed was more than that in the old deed. Chinese officers inspected the ground in consequence. I pointed out that I had reclaimed the land. They then issued a fresh deed for the whole including the land reclaimed between high and low water mark.

W. Bell said:—I am engaged as pilot on board the *Labourdonnais* and have had four years experience on this river. I know the *chow-chow* water off Putung Point. I think it is less now than it was four years ago. I do not consider the Putung Point more difficult to navigate round now than then. I think the *chow-chow* water is caused by the water of the Soochow Creek striking the tide of the Wangpoo. I remember the vessel sunk off Putung Point. I think it was calculated to produce a shoal inside it. I do not consider Mr. Reynolds' jetty an impediment to the navigation of the river.

To Mr. Mybrugh:—I can't say what is the cause of the formation of the bank at this side of the river. A structure run out at right angles from the bank would cause a deposit on the far side. Nothing obstructive there and as low water it will cause an increase of the bank to low water. I have seen Mr. Reynolds' mole It is solid and runs out at right angles to the bank. This mole would cause a deposit on either side according to the tide. The turn from the Upper to the Lower Reach is sharp and dangerous. Narrowing the river from that point to Howard's jetty would not make navigation more dangerous. I can't say whether the extension of the point will increase the banks in the Upper Reach. If you go far enough inside the point you will have slack water. Three tiers of ships may lie in a line and swing with safety in the space between the man-of-war anchorage and the Putung Point. That leaves no room to spare. If the river narrows there will not be sufficient room for three tiers.

To Mr Robinson:—The jetty is not within the effect of the tide.

Capt Bisset, of the Sailor's Home, said:—I am familiar with the river Wangpoo, the Putung Point, and the *chow-chow* water. The *chow-chow* water is caused by the sudden depth in that part of the river, and the meeting of the two tides. I consider the *chow-chow* water infinitely less than formerly. The jetty is not acted upon by the strength of the tideway. I think it much less difficult to go round the point now than formerly, particularly on the flood tide. I remember a junk being sunk off Putung Point in 1862. Between the junk and the river a dry bank formed within ten months after she sank. It was formed on the starboard bow of the junk.

To the Court:—This side has had more deposit than at Putung.

F. Jenkins said:—In 1861 I bought some land at Hongqua. The boundary was from low water mark. The title-deed states 10 *mow*, more or less. I reclaimed some land. I built a wharf out from the land about 250 feet from the bund-line. There are fourteen feet at the end of the wharf at low water. I have never received any intimation from the Chinese authorities regarding the erection of this wharf. I know the Chinese authorities sent a dispatch to the Consul objecting to its erection. The Consul never communicated with us and the wharf is there now. I know that a portion of Hongqua was reclaimed from where the river once flowed. The sites of Jardine's Godowns and several other places under water within my remembrance. The wharf was commenced between February and May 1862, and finished about July or August.

To Mr. Mybrugh:—I let this property to Brooke & Co.; I think in December 1862. I don't know whether or not there was any communication between the Consul and Drake & Co. on the subject of the wharf.

To the Court:—There is a solid mole of about 100 feet in the wharf.

E. J. Desgranges said:—I have been four years and a half in Shanghai. I know the Putung Point and the *chow-chow* water. I think the cause of the *chow-chow* water is the ebb from the Soochow creek and the Wangpoo meeting. I think the *chow-chow* water is much less now than before. I do not consider Mr. Reynolds' jetty an obstruction to the navigation of the river. It is out of the tide. I don't consider the river round the point more difficult to navigate than formerly.

To Mr. Mybrugh:—I have often crossed the *chow-chow* water in my boat and find that it is less in strength than formerly. I do not notice much difference in its extent. I remember the *Acore's* former position. I do not know that she was taken away on account of the increase of the *chow-chow* water. I think all the jetties in Shanghai, more or less, cause an increase in the banks. There is less tide at Mr. Reynolds' jetty, on account of the bend in Jardine Matheson's wharf, than on the Shanghai side. The *chow-chow* water has always extended to the *Lady Hayes*. An eddy is a recoil more or less. Both ebbs meet and the flood strikes the point and comes right across the river.

T. Kingsmill said:—I am an architect, and have paid great attention to the waters of the Wangpoo. I am acquainted with the Putung Point and the erections upon it. The *chow-chow* water is caused by the sharp bend in the river, the water being deflected from it; but I do not think the point itself has anything to do with it. If there were no point a point would be formed there.

J. McLean said:—I have been a pilot for six years. I am acquainted with the Putung Point and the *chow-chow* water. I consider the *chow-chow* water much less than it used to be. It is not so difficult to navigate round the point as formerly, the *chow-chow* water being less. I remember a junk having been sunk off the point. It increased the point materially.

A. Dupre, French Consular Architect, was then put in the witness-box. He coincided in the views which Mr. Kingsmill had expressed.

E. A. Reynolds said:—I placed certain casks on Putung Point, as I intended to erect godowns on the point, and wished to carry a large quantity of mud from the front to the rear, causing it to be some three or four feet higher than the outer level. Finding after some months that the action of high water constantly washed away what we had raised, in order to keep this mud from washing back we dug a trench on the outside of what we raised, and placed watercasks in that trench. They were not placed at right angles to the point. Since then we have repeatedly carried mud back to the rear. Without any further action of ours the constant rise and fall of the tide caused the casks to be completely covered. When we first put the casks there the low water line, in the months of February and March, was 150 feet outside the casks. I got the mud which I put behind the casks from this space of 150 feet outside. The quantity of silt is a great nuisance to us—we don't know how to manage it. Coolies have constantly been employed in digging it away. The jetty is distant from the headland not less than one hundred yards. The front of the jetty is in the fair-way of the stream.

To Mr. Mybrugh:—Last Sunday week the jetty was fifteen feet outside the casks mark. We intend to apply for permission to carry it 150 feet further out so that a frigate may come alongside. I should have continued completing my jetty had my counsel not agreed to cease operations, on the occasion of the former adjournment. I did not want to extend it further. To some of land is the quantity mentioned in the title-deed. In March of any year we might have ten or fifteen *mow* more than in September. I have been some twenty years in Shanghai and have never found high water mark yet. The whole of the premises of E. A. Reynolds are flooded in the month of September. I hope there is a good deal more than sixty-three *mow* there now. The place was filled in by us before the casks were placed there. I don't think that there has been any gain on the land side of the casks. We have lost land washed back on to the point. If we had taken the casks away the point would have extended further. I have never applied for permission to build a jetty. I did not know to whom to apply. I know the Consular Notification mentioned yesterday. The Harbour Master is mentioned therein, as the person to whom such application should be made.

To Mr. Robinson:—The land was bought on the understanding that if it lessened or increased, it would not make any difference. I have been here since 1857.

Mr. Robinson then said that was the case for the defendants and proceeded to sum up shortly the evidence adduced for the prosecution. He thought that evidence must carry conviction with it. A number of practical men familiar with the river for years had proved that there was no greater difficulty in navigating the river now than before the erection of the works complained of. Mr. Bell's evidence showed there was a navigable channel with room for three tiers of ships to lie abreast. They were all of opinion that the works of the defendants were no obstruction. Mr. Jenkins had proved that Mr Hockly's memory was deficient when he said he did not see Messrs. Howard & Co.'s wharf built. Various causes had been suggested both by the practical and scientific evidence, sufficient to account for the increase of Putung Point, respecting which both Mr. Kingsmill and Monsieur Dupré, the Engineer to the French Consulate, differed from the prosecution. Under these circumstances it was clear that the defendants had done nothing to render themselves liable to a criminal charge and were entitled to the judgment of the Court in their favor

Mr. Mybrugh in reply said he thought the case for the prosecution as opened by him had not been in any way affected by the answers and arguments of his learned friend. It was a source of satisfaction to him to find that Mr. Reynolds' counsel did not under-estimate the importance of the case and that in this they agreed. The suggestion made by Mr. Robinson, that the prosecution against Mr. Reynolds was instigated by private individuals and not by the Chinese government, was without foundation. No doubt the interests of individuals had been affected by the acts complained of, but it was equally true that the Chinese authorities were impressed with the mischief caused to the river by the acts of private individuals, and had felt it to be their bounden duty to bring Mr. Reynolds before the Court. He regretted much that Mr. Reynolds should be the person pounced upon to be made an example of to others, but it was absolutely necessary that it should be settled definitely whether landholders were to be permitted to act as Mr. Reynolds had done. He (Mr. M.) would now proceed briefly to consider the points raised by the defence. First, it had been contended that the charges were not criminal because Mr. Reynolds had acted under the impression that he had a clear legal right so to act. This right had been disputed from the first by Mr. Hockly who had, in 1863, protested against the placing of the casks on the bank. By the law relating to the tenure of land in China he was entitled to exercise rights of ownership over the quantity of land mentioned in his title-deed and no more. After the protest his right was a mere point, and there could be no *bond fide* mistake as to his rights. His friend had overlooked one important point, viz., that supposing his client to be entitled by right to every mow of land within the boundaries mentioned in his title-deed, he was not permitted by law to use his own so as to cause an inconvenience to the public. This the prosecutors contended he had done, and that this amounted to a nuisance. He would ask, in reference to the objection that the prosecution was bad because it was in the name of the Queen—in whose name a prosecution against a British subject for a criminal act was to be commenced and carried on. It was true that a legion of witnesses had been called for the defence, giving it as their opinion that the effect of the acts complained of was not such as it was asserted to be by the prosecution. He had no hesitation in saying that had the prosecutors gone amongst the pilots and ship-masters on the river, an equal number would have been found holding opinions contrary to those elicited that day. He would leave it to the Court to say whether the opinion of the two naval officers and of Mr. Hockly were not more reliable than those of the other class referred to. Mr. Clark agreed with the two officers, for he stated that although the Soochow Creek was one of the causes of the *chow-chow* water, the extension of the Putung Point tended seriously to increase it. In reference to the observation concerning the jurisdiction of the Court he contended that in this case it existed beyond a doubt *de jure* and *de facto*. The charges against Mr. Reynolds were offences against the law of England and cognizable by an English Court alone. In his opening speech he had argued that the Court was also bound to take cognizance of the law of China, by which any obstruction or encroachment upon a public highway was punishable and removable. He referred to Sir George Staunton's Translation of the Penal Code of China, p. 473, sec. 485. The objection that the offences charged had not been committed within six months previous to laying of information, was bad. The laying of the mole was a continuing offence, for they were not removed until three weeks back. The mole was recently commenced and still exists. The authorities could only refer to acts commenced and completed more than six months back. Mr. Robinson contended that no impediment to navigation or diversion of the stream had been caused. He (Mr. M.) would not assert that it had actually been diverted, but the river was injured through a bank having sprung up, while for a space of 154 feet the public were debarred from the use of the river. This, he submitted, constituted a nuisance. He would quote the case of Rex v. Lord Grosvenor, 12 Starkie's, 111, in which it was held that the mere narrowing the river Thames by the construction of wharves was a nuisance. The case from Burns' Justice quoted by Mr. Robinson was not applicable in this instance, as there the law with regard to fresh water rivers is not applicable to navigable rivers; in the case of the latter the sovereign of England is owner between high and low water mark, and the same law is in vogue in China. The first point to be considered was whether the extension of the point had caused an increase in the *chow-chow* water. Even should the Court rule that it had not, the extension of the point must still be regarded as a nuisance because it narrows the river, endangers the navigation and must cause further inconvenience to the public. The next point was whether the mole erected on the bank would cause an unusual deposit of mud, and so increase the point. If, then, the recent erections amount in law to a nuisance he would ask that the defendants be ordered to remove them

JUDGMENT.

This case comes before me in the shape of a summons, founded upon an information under oath of the Harbour Master of the Wangpoo River and Conservator of the Yangtsze River, calling in fact, though not in form, upon Messrs. Holtz and Reynolds, to show cause why they should not be punished for, and restrained from, depositing earth and stones upon, and thereby filling in a portion of the River Wangpoo, between high and low water mark, contiguous to land in their occupation, which it is said causes a diversion of the accustomed channel of the River, otherwise interferes with its natural course, to the impediment and danger of the free navigation of the said River, and is besides opposite to the rights and interests of His Imperial Majesty the Emperor of China.

A good deal was said in the course of the trial, about the form in which this case was brought into court. It was urged that the Defendants had no sufficient notice of the nature of the acts complained of, and that it was a great hardship on them that H. B. Majesty's Consulate should, on the invitation of the local authorities, be a party to such a prosecution.

With reference to the first assertion, I am distinctly of opinion that the answer of the Defendant Reynolds to the letter of the Consul, entirely refutes any presumption that might arise from the wording of the summons, for it is impossible to conceive that so full and complete an answer could have been given to a case had the Defendants not been fully aware of the exact nature and extent of the charge against them. However defective therefore the summons may have been originally, it is clear that

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the defendants have not been damnified thereby and their answer and appearance has cured any such defect as that complained of.

I pass now to the second objection, and confess my surprise that it has been made, since were it to be allowed to prevail, the result would be either that the Government of China would be without redress in cases in which British subjects were the wrong-doers, or the Emperor would be bound to appear as a suitor in a Foreign Court on his own soil. Now, to my mind, it is perfectly clear that Her Majesty in obtaining by treaty from the Emperor of China, the right to retain on Chinese soil an exclusive jurisdiction over her own subjects, has implicitly undertaken that she will compel Her subjects to respect the laws of China, as well as the laws of their own country, and by such a procedure also as will not subject the sovereign power to the indignity of appearing on its own soil in the character of a suitor in a Foreign Court, to compel the respect due to such laws. I think it must be held by those who are bound to carry out the conditions, both express and to be implied, under which the exclusive jurisdiction I have referred to, was granted, that Her Majesty has undertaken upon due complaint to Her Consular officers, to enquire into, and when found reasonable and just, to remedy any evils and wrongs so complained of.

Another objection urged by the Counsel of the Defendants, was that the complaint had not been made within six months of the act complained of. The answer to this objection is simply that the act complained of is a continuing act. The real substantial answer raised by the Defendants, however, may be thus stated:—1st, That they acted under colour of a reasonable right, believing the soil upon which the alleged obstruction is raised to be their property, either by express grant, by implication, by usage, or by the custom under which persons holding property bounded by a river have the right to the soil to low water mark. 2nd, That to whomsoever the soil upon which the mole or jetty is raised belongs, it is not in itself an impediment to the navigation of the river.

If, however, by the first point, it is supposed that men are not amenable for their acts, so long as they are committed under what is called "a colour of a reasonable right," this is an unquestionable delusion. All that the authorities mean by the use of these terms is simply this, that where a man has done an act which upon due consideration of all the circumstances he was justified in assuming he had a right to do, the Court will leave those whose rights he may thus unwillingly have infringed, to their civil remedy against him; and if, in the case before the Court, the parties whose rights it is alleged have been infringed by the acts of the Defendants, had been private parties, in all probability the Court might, on the Defendants showing that they had some reasonable ground for believing that they had the right to do what they had done, have left the complainants to their civil remedy. But the charge made is not made by private individuals, nor has it reference to private rights, but it is made for having caused a public inconvenience, in other words a nuisance, besides having infringed upon the rights and interests of His Imperial Majesty. But if even the Defendants had succeeded in showing that the land on which this Mole or Jetty is constructed ought by reasonable implication of law to be considered as their property, still if it infringed the rights of the public to the full and free navigation of the River, they would have no right so to use even their own property as to cause such a public inconvenience.

I pass now to the consideration of the circumstances under which the Defendants set up "a colour of a reasonable right," to consider the land upon which the Mole or Jetty is constructed as their own property and part and parcel of the land bought by them.

The lease under which Messrs. Holtz and Reynolds hold their land describes the latter as "measuring in area twenty mow," and as being bounded on the North by the Wangpoo river, on the South by Chinese properties, on the East by a public road, on the West by the Wangpo river, and the purchase money is described as so much cash, being at the rate of 36,912 cash per mow, while the annual rent reserved to the government is equally fixed per mow, namely at 1,500 cash per mow. It is proved in evidence that the defendants are actually in possession of above 80 mow, and that of this space there is about 50 mow of solid land unaffected by tides, &c. It is not pretended that the obstruction is built upon any portion of the 20 mow, neither is it pretended that the defendants have paid one cash additional rent for the additional ground now actually in their occupation, and as a matter of fact it is true that the mole complained of is built between high and low water mark, or that the soil between high and low water mark is their property. The latter supposition is entirely set at rest by the fact that their Title Deed or lease is for 20 mow, and for 20 mow only, and that they have more than double that amount of dry land without encroaching on the soil or bed of the river between high and low water marks, and the evidence they have brought forward that it is a customary right, and one sanctioned by usage for all persons having a portion of their property bounded by a river such as the Wangpoo to do what they like with the soil of the river between high and low water marks, does not certainly bear out this asserted customs or usage right. The first witness produced was Captain Fennett; he says that he bought some land for Messrs. Sassoon, and that on measuring it with the assistance of a Chinese official, it was found *that there were not the quantity of mow on dry land* stated in the Title Deed, and so that to make up the quantity they had to include a portion of the soil between high and low water marks, but how this is evidence of a customary right to consider land between highand low water marks the property of the owner of the adjacent dry land when that owner has of dry land, double the amount of mows mentioned in the Title Deed, is I confess, beyond my comprehension. If this evidence establishes anything, it establishes this, that the Chinese law looks to measurement, and to measurement only, and that when the quantity of land mentioned in the Title Deed is not to be found high and dry, it presumes that a portion of the quantity has been covered by water, and therefore wades, as it were, into the water to find it. The next witness on this point is a Mr. Gaublé, of the American Mission Press. He tells us that he reclaimed some land between high and low water marks, and that he applied for a Deed granting him the land he originally had and the land reclaimed, that the Chinese authorities at first refused on the ground that the new measurement which he sought to place on the Deed was more than that of the old Deed,—that they came and inspected the land in consequence, and that ultimately they granted him the extra measurement. In other words, they did that which it is competent for all authorities to do,—namely, yielded to a request made; but surely this cannot be held to be evidence of a right such as that contended for by the Defendants in the present case. Indeed, I have very little doubt but that had Mr. Reynolds followed the example of his witness, and asked, there would have been little, and ultimately perhaps no difficulty in his obtaining the same favour as was granted to Mr. Gaublé. Mr. Jenkins, a third witness, states that his Title Deed expressly mentioned land *to low water mark*, and his evidence therefore is opposed beside the question, for it would be absurd to say that because Mr. Jenkins has a grant of land to low water mark, therefore another person who has no such grant, but on the contrary has only a grant of a limited quantity of land which is beyond high water mark has also an implied grant to low water mark. To put the same argument with different facts:—Because I buy land bordering a River, and also the right to fish on the river, therefore any one who buys land similarly situated, is to be considered as having bought the same right, although it is not inclnded in his purchase, and although he has not paid the price of it.

The second portion of the answer of the Defendants has reference to the nets complained of being an impediment to the free navigation of the River. The evidence of the prosecution goes to show that whatever impediment is raised on the bank of the river in the shape of a solid construction, which causes on either or both sides of it a deposit, is an obstruction to the navigation, because it tends to narrow the river, by altering the character of the bank. Some of the witnesses were of opinion that any erection which tended to increase the Putung Point, tended to increase the chow-chow water, which in itself constitutes a great impediment to the safe navigation of the River. The evidence adduced on the part of the Defendants, on the contrary, went to show that notwithstanding the increase of the point, the chow-chow water had decreased. The witnesses called by them all declared that this mole could have no practical influence on the navigation of the river, one witness modifying his opinion to the extent that it could have no influence on the navigation of large ships, but that much it might possibly affect cargo-boats and sampans.

The Law, however, is clear on the subject. The amount of inconvenience or of impediment is not the criterion of whether the act done is wrong or punishable. So long as such has no influence to the navigation of a navigable river is caused or likely to be caused either on the banks or in the stream, it matters little the amount of the danger caused, or of the impediment produced. It is an interference with the rights of the public, although it may be perhaps in some cases of an almost imperceptible character. Thus it has been held that narrowing a river is such a wrongful interference with it, although such narrowing may not perceptibly interfere with the navigation of the River, and it cannot be denied that placing earth and stones between high and low water, thereby altering the character of the bank, and converting its natural slope into a raised bank, is an interference, for it tends to, if it does not actually prevent boats drawing but little water, such as sampans, from navigating over it at high water, and lessens the amount of such water. It is no answer to say that practically sampans and such boats have still ample space left. No one of his own mere proper motion, has the right on a navigable river to constitute himself a judge of what is sufficient space or not left to the Public, or what is or is not an interference with the navigation of a river. He has no right to take upon himself to convert the space between high and low water mark, by raising it into dry land at high water mark or even to diminish the depth of the water over it at high water. If he so raises it as to make it dry land, he narrows the river, because he converts what was water at high water mark into land; or if he raises it, so as to diminish the depth of the water, he interferes with the navigation of such boats as might be prevented by reason of the diminished depth of water from traversing it. No Law this is an interference, and it is a nuisance. This is the Law of England, and I have equally little doubt it is the Law of China. Indeed it is so evidently founded on common sense, that an individual should be restrained from doing anything he likes with what is not his, and which if permitted might injure the interests of the Public. But it hardly requires consideration, whether it is the Law of China or not, for it must be, as it appears to me, Law everywhere and in any State which pretends to Government of any kind. But after consulting the Books of the Law for the government of China, I am decidedly of opinion that the 37th chapter, which relates to Highways, has reference equally to Rivers that are navigable, and in this view I am supported by authorities who have far greater knowledge and better opportunities than I have had of forming an opinion.

I think it is clear that from what I have said, the Defendants have failed in their attempt to justify their acts. It is clear that the land on which the mole is built is not their land. It is equally clear that the mole itself is what the Law considers an obstruction, in other words, a nuisance.

AMMUNITION.

Eley's Ammunition

OF EVERY DESCRIPTION

For Sporting or Military Purposes.

DURBLE Waterproof Central Fire Caps. Felt Waddings to prevent the leading of Guns, Wire Cartridges for killing Game, &c., at long distances, Breech-loading Cartridge Cases of superior quality for Shot Guns and Rifles, Pin Cartridges, for "Lefaucheux" Revolvers of 7, 9, and 12 millimetres.

Jacob's Rifle Shell Tubes, Cartridges and Caps for Colt's, Deane's, Tranter's, Adam's, and other Revolvers.

Ball Cartridges

for Enfield Rifles, also for Westley Richard's, Terry's, Wilson's, Mont Storm's, Green's, and other Breech-loaders.

Bullets of uniform weight, made by compression from soft Refined Lead. Mechanically fitting projectiles for Rigby's and Henry's Rifles.

ELEY BROTHERS, Gray's-Inn-Road, London, W.C.

(Wholesale Only).

24mn-66 643 September 30th, 1865.

MISCELLANEOUS.

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J. W. BENSON, Ludgate Hill, London, E.C. (Established 1749), Watch and Clock Maker by Warrant of Appointment to H.R.H. the Prince of Wales, has fitted up extensive Workshops with steam machinery for the production of Clocks and Timepieces of every description.

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adapted for every class, climate, and country. Wholesale and Retail. Chronometers, Duplex, Levers, Horizontal, Repeating, Centre Seconds, Keyless, and Chronographs, at £2 10s. to 200 Guineas.

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Horizontal movement, Jewelled in four holes, and all the late improvements, combined with a rich artistically engraved case and dial, making it a model of elegance.

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Horizontal movement, Jewelled in four holes, and all the late improvements, with a pure white enamelled dial, and elegantly engraved or engine-turned case.

Benson's Indian Watch,

a London made, Patent detached Lever Watch, Jewelled in four holes, with Compensating Balance, keeps accurate time in any climate. Price, in strong Silver Case, £11 11s. Gold Cases, £25.

Benson's Exact Watch,

Constructed expressly to resist the action of extremes of temperature, Silver Cases, £21 and £25; Gold Cases, £30 and £35.

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of Watches, Clocks, and Chains, descriptive of every construction of Watch made, with prices from which Wholesale and Retail buyers can select, post free for six Stamps. Also a catalogue of Silver and Electroplate, containing 300 Illustrations, post free for 12 Stamps. *Copies can be inspected at the Office of this paper.* All orders should be accompanied by a remittance.

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LUDGATE HILL, LONDON.

24fe 1866 634 2nd September, 1865.

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(FREE FROM ADULTERATION),

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CROSSE & BLACKWELL

PURVEYORS TO THE QUEEN,

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HER MAJESTY'S TABLE.

Oxford Sausages, Patent Preserved Hams, Cheese and Bacon, Yorkshire Game and Pork Pates, Fresh Oysters in Tins, Salmon Cutlets, Whitebait, Fillets of Soles, Bologna Sausages, Herrings à la Sardines, Soups, Meats, and Vegetables in Tins, Fruits in Syrup, also in Sequin and Brandy, Crystallized Fruits, all of which, to well as many other articles too numerous as include in an advertisement, they can strongly recommend. Their Salad Oil is the finest imported.

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22ap-66 543 22nd April, 1865.

MISCELLANEOUS.

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Established 1820.

The following articles, of the best quality, for Sporting and Military purposes, may be had of all Gunmakers and Dealers in Gunpowder.

TREBLE WATERPROOF CENTRAL FIRE PERCUSSION CAPS.

CHEMICALLY-PREPARED CLOTH, FELT AND PAPER WADDINGS.

Cartridge Cases for Breech-loading Guns, and Wire Cartridges for Killing Game at Long Distances

FREDERICK JOYCE & Co.,

PATENTEES AND MANUFACTURERS,

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Contractors to Her Majesty's War Department.

Wholesale only.

15ja-66 o-a-t 628 July 15th, 1865

OAKEY & SONS'

WELLINGTON KNIFE POLISH, EMERY, BLACK LEAD, &C.

JOHN OAKEY & SONS,

MANUFACTURERS OF

Emery, Black Lead, Glass and Emery Paper, and Glass Cloth.

INDIA-RUBBER KNIFE-BOARDS, &c.

WELLINGTON MILLS,

172, *Blackfriars Road, S., London.*

15ja-66 o-a-w 627 July 15th, 1865.

SAUCE.—LEA AND PERRINS' WORCESTERSHIRE SAUCE.

PRONOUNCED

BY

CONNOISSEURS

TO BE THE

ONLY GOOD SAUCE AND APPLICABLE

TO

Every Variety of DISH.

Extract of a Letter from a medical gentleman at Madras to his brother at Worcester, May, 1851.

"Tell Lea and Perrins that their sauce is highly esteemed in India, and is, in my opinion, the most palatable as well as the most wholesome sauce that is made.

CAUTION.

LEA AND PERRINS

Beg to caution the public against spurious imitations of their celebrated

WORCESTERSHIRE SAUCE.

L. & P. have discovered that several of the Foreign Markets have been supplied with spurious Imitations, the labels closely resembling those of the genuine sauce, and in one or two instances the name of L. and P. *forged*.

L. and P. will proceed against any one who may manufacture or vend such imitations, and have instructed their correspondents in the various parts of the world, to advise them of any infringement of their rights.

ASK FOR LEA AND PERRINS' SAUCE.

Sold Wholesale and for Export by the Proprietors, Worcester; Messrs. Crosse & Blackwell; Messrs. Barclay and Sons, London; &c., &c.; and by Grocers and Oilmen universally.

31de-65 318 Dec. 24 1865.

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Publish monthly a Price Current of nearly 3,000 Drugs, Chemical, Pharmaceutical, and Photographic Preparations, Patent Medicines, Surgical Instruments, &c., and every description of Medical Sundries.

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*** As the latest fluctuations of the Market are always noted this List is invaluable to Chemists, Druggists, Storekeepers, and Surgeons.

t-a-m—6ja-66 565

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OSTEOEIDON.

Patent, March 1st, 1862.

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MESSRS. GABRIEL,

THE OLD ESTABLISHED

DENTISTS.

Diploma 1815.

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Parties at the extremity of the globe, by forwarding particulars as to the condition of their mouths, with an enclosure of One Guinea, will receive by return that which will enable them to take an impression at the mouth, so as to enable Messrs. G. to forward either a partial or complete set of Teeth.

Gabriel's Celebrated Odontalgique, for restoring and preserving the Teeth, 10s. 6d. and 21s. per bottle. Patent White Enamel for stopping Front Teeth, warranted never to change colour, 5s. and 10s. 6d. per packet; and the Gutta Percha 1s. 6d. per box.

Gabriel's Practical Treatise on the Teeth, which explains the numerous advantages obtainable by their patented method, may be had of their Agents, or will be furnished direct on receipt of Twelve Stamps.

13my-66 599 May 13th, 1865.

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GALVANIZED CORRUGATED IRON AND PATENT TILES,

FOR

ROOFS, SHEDS, CHURCHES, OUT-BUILDINGS, &C.

In order to protect the Public, all Tupper & Co.'s Manufactures are marked,—

"TUPPER & COMPY., Manufacturers,

"61a, *Moorgate Street, London*;

"Works—Limehouse and Birmingham,"

With either of their brands, Best Best TC with Crown over; Best Cross Daggers; or G in Circle.

For Prices, Drawings, and general information, apply through any respectable London house, or to the Manufacturers direct.

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*** Catalogues forwarded on application.

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Inferior qualities are being sold as Tupper & Co.'s make.

o-a-f 24de 550 December 24th, 1864.

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As supplied to and adopted by the

ENGLISH, AMERICAN, RUSSIAN, PRUSSIAN,

and many other Governments, are recognised to be the most durable and efficient Revolvers existing for House Protection, Travellers and Officers. Colt's celebrated Revolving

RIFLES, SHOT-GUNS,

AND

PISTOL-CARBINES

Pistol with attachable stock) Exhibition Prize Medal awarded, 1862 Beware of Counterfeits Every arm is London-proved, and bears the Company's trade marks Holsters, Belts, Pouches, Ammunition.

Address—

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14, PALL MALL, LONDON.

Also to be had through any East India or Colonial Agency.

25ma o-a-f 585 March 25th, 1865.

INDIGESTION & STOMACHIC WEAKNESS

PEPSINE

T. MORSON AND SON,

Wholesale and Export Druggists, Manufacturers of the far-famed PEPSINE WINE, are enabled to offer the purest and surest substitute for the Gastric Juice,

ITS USE IS NOW UNIVERSAL.

Sold in Bottles 4, 8, . 16 ozs., and obtainable of all Chemists and Patent Medicine Vendors.

Morson's Pepsine Lozenges. Powder. Patent Scientific and all Granular Preparations &c.

Manufacturers of Chemical, Pharmaceutical and Photographical Preparations.

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19 and 46, Southampton Row, London.

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CHARLES F. MOORE,

GENERAL COMMISSION AGENT,

TIENTSIN.

9de 636 Sept. 1st, 1865.

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Also,

SADDLERY OF EVERY DESCRIPTION,

Keanges & Nankin Roads.

S. CLIFTON.

tf 577 Shanghai, Jan. 1st, 1865.

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SHIP CHANDLERS, STOREKEEPER AND BAKERS,

BRADE AND BISCUITS.

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WATSON, CLEAVE & Co.

Chemists & Druggists,

NANKIN ROAD, NEAR THE BUND,

SHANGHAI.

大藥房

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SHANGHAI.

Yang-king-pang, Corner of Rue Montauban.

tf Shanghai, 4th April, 1865.

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Auctioneers and Commission Agents.

YOKOHAMA,

JAPAN.

24oc 204 Yokohama, 5th October, 1863.

Edited by R. ALEXANDER JAMIESON.

Printed & Published every Saturday, at the North-China Herald Office, Shanghai.]

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SUPPLEMENT

TO THE

"NORTH-CHINA HERALD," OCTOBER 21, 1865.

SHANGHAI TEA, SILK, COTTON, AND OPIUM RETURNS FOR SEASON COMMENCING JUNE 1ST, 1865.

From Imperial Maritime Customs.

TEA.

GREAT BRITAIN.

Ship.	Cleared	Destination	Congou.	Souchong.	Oolong.	Flowery Pekoe.	Brick.	Total Black.	Japan Unclassed.	Sorts.	Young Hyson.	Hyson.	Hyson Skin.	Twankay.	Imperial.	Gun Powder.	Total Green
Total as per last	Report, ...	.....	103623.43	...	...	...	...	103623.43	479.05	0 40	5617.17	3801.57	36.48	748.77	1613.13	3874.32	16170.89
Gurrawalt, ...	Sept. 24	London,	4743 91	...	...	...	...	4743.91	226.45	435.84	384 30	170.70	...	100.00	137 19	273.82	1728.30
	... ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
	... ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
			108367.34	...	...	...	...	108367.34	705.50	436.24	6001.47	3972.27	36.48	848.77	1750.32	4148.14	17899.19
	... ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

HONGKONG AND COAST PORTS.

Ship	Cleared	Destination	Congou	Souchong	Oolung.	Flowery Pekoe.	Brick.	Total Black.	Japan Unclassed.	Sorts.	Young Hyson.	Hyson.	Hyson Skin.	Twankay.	Imperial.	Gun Powder.	Total Green.
Total as per last	Report	.....	3255.06	...	...	...	2434.49	5689.55	20.58	160.64	...	320.03	..	...	...	...	501.25
Aden, ...	Oct....14th,...	Hongkong, ...	...	...	...	...	...	...	...	...	...	105.01	...	...	...	...	105.01
Suwonada, ...	,, ,, ...	do.	4.00	...	...	...	...	4.00	...	...	...	156.18	...	...	...	...	156.18
			...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
			3259.06	...	...	...	2434.49	5693.55	20.58	160.64	...	581.22	...	...	...	...	762.44
	... ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

UNITED STATES.

Ship.	Cleared.	Destination.	Congou.	Souchong.	Oolung.	Flowery Pekoe.	Brick.	Total Black.	Japan Unclassed.	Sorts.	Young Hyson.	Hyson.	Hyson Skin.	Twankay.	Imperial	Gun Powder.	Total Green
Total as per last	Report.....	.....	...	...	...	...	...	...	1971.43	...	12597.32	2943.17	381.35	1697 66	2384.71	2579 36	24555.00
J. W. Seaver,..	Sept. 16th,...	New York,.....	..	...	...	...	...	...	....	...	499.09	40.38	22.69	99.79	61.04	125.39	848.38
			...	...	...	...	...	...	1971.43	...	13096.41	2983.55	404.04	1797.45	2445.75	2704.75	25403.38
	... ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

SILK.

GREAT BRITAIN.

Ship	Cleared	Destination	Raw		Thrown		Total.		Japan Re-exports		Transhipment		Coarse.		Refuse.		Cocoons.	
			Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls.	Pls.	Bales	Piculs.	Bales	Piculs.
Total as per last	Report	.....	26960	21433.87	25	23.85	26985	21457.72	67	67.38	3549		18.53		628	1110.87	.....	
Aden, ...	Oct. 14	Great Britain	1522	1192.63	3	2.58	1525	1195.21	...	...	185		.....		...	...	.....	
																	.....	
			28482	2626.50	28	26.43	28510	2652.93	67	67.38	3734	...	18.53		628	1110.87	.....	
	... ...	...	...	...	...	...	...	...	...	...	...	...	.....		...	...	.....	

THE CONTINENT.

Ship.	Cleared.	Destination	Raw		Thrown		Total		Japan Re-exports		Transhipment		Coarse		Refuse		Cocoons	
			Bales.	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls	Pls.	Bales	Piculs	Bls.	Piculs
Total as per last	Report	.....	5483	4366.02	1	0.87	5484	4366.89	129	99.56	901	....	8	13.74	8	14.50	156.86	
Aden,.....	Oct. 14	Marseilles	507	397.20	.....		507	397.20	.....		368	....	....		....		.....	
			5990	4763.20	1	0.87	5991	4764.09	129	99.56	1269	.....	8	13.74	8	14.50	156.86	
	... ...	...	.....		...	...	...	...	...	...	.....	.....	....		.....		....	

COTTON.

Ship.	Cleared	Great Britain.			Hongkong.			Coast Ports.			India.			America.			Total.
		Export	Re-export	Transhipped	Export	Re-export	Transhipped	Export	Re-export	Transhipped	Export	Re-export	Transhipped	Export	Re-export	Transhipped	Piculs.
Total as per last Report		...	...	...	21,861	1,202	750	13,613	766	...	...	...	...	...	...	...	38,192
Shoey-leen.....	Oct. 14	...	...	...	216	...	...	60	...	...	...	...	...	...	...	...	276
Suwonada	14	...	...	...	1,384	...	...	...	...	...	...	...	...	...	...	...	1,384
Tyloong.....	17	...	...	...	...	...	...	224	...	...	...	...	...	...	...	...	224
Albertine	18	...	...	...	...	...	...	46	...	...	...	...	...	...	...	...	46
		...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
		...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
		...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
		...	...	...	23,461	1,202	750	13,943	766	...	...	...	...	...	...	...	40,122
	... ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

OPIUM.

OPIUM RETURN FOR WEEK ENDING OCTOBER 14TH, 1865.

IMPORTED.

	Malwa.		Patna.		Benares.		Turkey.	
	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.
Imported and stored on board Receiving Vessels,...	46	46.00	58	69.00	15	18.00	...	...
Imported and transhipped for re-exportation without being stored on board Receiving Vessels or landed	...	...	...	...	...	...	...	...
Imported direct to the shore	10	10.00	10	12.00	5	6.00	...	...
Total	56	56.00	68	81 60	20	24.00	...	...

	Malwa.		Patna.		Benares.		Persian.	
	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.
Landed from Receiving Vessels and intended chiefly for Local consumption	15½	15.50	138	165.60	3½	4.80	...	...

RE-EXPORTED.

Description.	Chinkiang.		Kiukiang.		Hankow.		Chefoo.		Tientsin.		Newchwang.		Ningpo.		Takao.		Hongkong.		Nagasaki.		Total.	
	Chests.	Weight	Chests.	Weight.	Chests.	Weight.	Chests.	Weight	Chests.	Weight	Chests.	Weight	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.
Malwa...	23	23.00	5	5.00	30	30.00	30	30.00	...	...	...	...	21½	21.50	...	...	...		...	...	109½	109.50
Patna	...	...	...	...	5	6.00	...	...	6	6.00	...	...	...	...	...	...	...	...	...	...	10	12.00
Benares	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Persian	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Turkey...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	5	5.00	...	...	5	5.00
Total ...	23	23.00	5	5.00	35	36.00	30	30.00	6	6.00	...	...	21½	21.50	...	...	5	5.00	...	...	124½	126.50

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SHIPPING INTELLIGENCE.

ARRIVALS.

Date.	Vessels.	Flag & Rig.	Tons	Captain.	From	Sailed	Cargo.	Consignees.
Oct 14	Poyang	A. bk	827	Blanchard	Hankow	Oct 11	General	Olyphant and Co
.. 14	Glengyle	B. str.	1265	Hooper	Nagasaki	.. 12	Ballast	Jardine, Matheson & Co
.. 14	Elgin	B. str.	391	Cooley	Nagasaki	.. 12	do	Glover and Co
.. 14	Singapore	B. str	742	Brown	Hongkong	.. 9	General	Wm. Davison, for Ag.
.. 14	Whampoa	B. str.	115	Earle	Ningpo	.. 13	do	D. Sassoon, Sons and Co
.. 14	Huquong	A. str.	1383	Simmons	Hankow	.. 12	do	Russell and Co
.. 14	Fusi-Yama	B. str.	2000	Cairns	Hankow	.. 12	do	Dent and Co
.. 15	Kiangse	A. str.	541	Gray	Ningpo	.. 14	do	Russell and Co
.. 15	Sir Harry Parkes	B. str.	556	Cull	Amoy	.. 5	do	Shaw, Brothers and Co
.. 15	Waratah	B str.	256	Oliver	Fuchau	.. 12	do	Moses and Co
.. 15	Earl Dalhousie	B ship	1047	Campbell	Sydney	Aug 23	Coals	Captain
.. 17	Dumbarton	B. str	954	Vincent	Hongkong	Oct 16	General	Gibb, Livingston and Co
.. 17	Whampoa	B. str.	115	Earle	Ningpo	.. 16	do	David Sassoon Sons & Co
.. 17	Spray	B. sch	255	Dickie	Fuchau	.. 6	do	Wm. Pustau and Co
.. 17	Rajah of Cochin	B. ship	1008	Birkett	Sydney	Aug 25	Coals	Smith, Kennedy and Co
.. 17	Emperor	B. str	106	Cato	Hankow	Oct 15	Ballast	Jarvie, Thorburn and Co
.. 17	St. Andrew's Castle	B. ship	693	McBain	Hankow	.. 15	Teas	Jarvie, Thorburn and Co
.. 18	Kiangse	A. str.	547	Gray	Ningpo	.. 17	General	Russell and Co
.. 18	Tah-wah	A. str.	215	Andrews	Hankow	.. 13	do	Olyphant and Co
.. 18	Kaffir Chief	B. schr	186	Hoole	Hakodadi	.. 7	Seaweed	Glover and Co
.. 18	Mary Jane	B. schr	154	Dunlop	Chefoo	.. 11	General	Gibb, Livingston and Co
.. 18	Caton	Fr sch	222	Dukaney	Hakodadi	.. 6	do	Order
.. 18	Ellida	Swd bk	236	Rundburg	Newchwang	.. 10	do	Eduard Schellhass & Co
.. 18	Kiang-loong	A. str.	945	West	Hankow	.. 15	do	Augustine Heard and Co
.. 18	Cricket	Chi. str.	83	Lovell	Hankow	.. 12	Ballast	Chinese Government
.. 19	Juanpore	B. ship	459	Wilson	London	June 1	General	Dent and Co
.. 19	Gerard	B. str	410	Quirk	Tientsin	Oct 12	do	Smith, Kennedy and Co
.. 19	Whampoa	B. str.	115	Earle	Ningpo	.. 18	do	David Sassoon Sons & Co
.. 19	Sarah & Maria	Ha bq	400	Gode	Fuchau	.. 7	Poles	Bourjau, Hubener & Co

DEPARTURES.

FROM THE ANCHORAGE.

Date.	Vessels.	Flag & Rig.	Tons	Captain.	Destination.	Cargo.	Despatched by
Oct 14	Cadiz	B. str	481	Soames	Hongkong	Sun., etc	Wm. Davison, for Agt
.. 15	Promise	B. str.	263	Sutherland	T'tsin C'foo	Opl., etc	Smith, Kennedy and Co
.. 15	Shanse	A. str	561	Perkins	H'kow & Ports	General	Russell and Co
.. 15	Pluto	H.I.C.M.S					
.. 16	Belvidere	B. bg	223	Morris	Newchwang	Sundries	Rehhoff, Vale and Co
.. 16	Marianne	Bre sch	441	Dieckmann	Newchwang	Stores	Eduard, Schellhass and Co
.. 16	Oriflamme	A. str	634	Lane	Nagasaki	Ballast	Russell and Co
.. 16	Thistle	B schr	360	Hatley	Ningpo	do	Jardine, Matheson and Co
.. 16	Kiangse	A. str.	547	Gray	Ningpo	Sun., &c	Russell and Co
.. 17	Conheath	B bark	307	Phillips	Newchwang	Ballast	Frazar and Co
.. 17	Panama	B. bark	295	Johnson	Hongkong	Re-expts.	Bourjau, Hubener and Co
.. 17	Confucius	Chi. str	265	McCaslin	Nanking		Chinese Government
.. 17	Whampoa	B. str	115	Earle	Ningpo	Opl., &c	David Sassoon, Sons and Co
.. 18	Tye'ong	Sia bk	475	Denesky	Swatow	C'ton, etc	A. R. Tilby and Co
.. 18	Singapore	B. str.	742	Brown	Yokohama	Sun. &c	Wm. Davison, for the Agent
.. 18	Ying-tsze-fei	B. str.	315	Stocks	T'tsin v C'foo	Tea, etc	Trautmann and Co
.. 18	Little Mary	B. str.	80	Simmons	Cruize		F. S. Smith
.. 18	Kiangse	A. str.	541	Gray	Ningpo	Opl., etc	Russell and Co
.. 19	Poyang	A. str.	827	Blanchard	H'kow & Ports	General	Olyphant and Co
.. 19	Fusi-Yama	B. str.	1200	Hardie	H'kow & Ports	do	Dent and Co
.. 19	Huquong	A. str	1383	Simmons	H'kow & Ports	do	Russell and Co
.. 19	Sir Harry Parkes	B. str.	550	Cull	F'au A'y S'tow	C'ton, &c	Shaw, Brothers and Co
.. 19	Whampoa	B. str.	115	Earle	Ningpo	Re-expts	David Sassoon, Sons and Co
.. 19	Adelina	B. ship	720	Dennett	Fuchau	Ballast	Smith, Kennedy and Co
.. 19	Albertine	Ha. bg	123	Folsch	Taiwan	C'ton, etc	Master
.. 19	Chefoo	Ha. bk	186	Pohl	Chooo	Re-expts	Feige, Nölting and Co
.. 19	Portland	B. ship	871	Peters	Guam	Ballast	Jardine, Matheson and Co
.. 19	Queen of the East	B. ship	853	Reus	Fuchau	Sundries	Smith, Kennedy and Co
.. 19	Ethel	B. bark	371	Wylie	Newchwang		A. R. Tilby and Co

SHIPPING IN HARBOUR AND AT WOOSUNG, OCTOBER 21, 1865.

MERCHANT STEAMERS.

Vessels.	Date of Arrival	Flag & Rig.	Tons	Captains.	Consignees.	Destination.	Remarks
Anna	Ap 12	A. str	65		H. Fogg and Co	*Laid up*	
China		B. str.	25	Schroon	Trautmann and Co	..	
Chusan	Sept 14	B. str	434	Mooney	E. A. Reynolds	Japan	Early
City of Nantes	Sept 16	B. str	204	Gibson	Dow and Co		Ft. or Ch
Cricket	Oct 18	Chi. str	83	Lovell	Chinese Government		
Dumbarton	Oct 17	B. str	951	Vincent	Gibb, Livingston and Co	Hongkong	22nd inst
Elgin	Oct 14	B. str.	391	Cooley	Glover and Co	Nagasaki	22nd inst
Emperor	Oct 17	B. str	106	Cato	Jarvie, Thorburn and Co		
Enterprise	Mar 22	A. str	107		H. Fogg and Co	*Laid up*	
Express	Oct 13	B. str	296	Whitelaw	David Sassoon, Sons and Co		
Faust			30			*Laid up*	
Fei-ma	Oct 1	B. str	121	Bird	Moses and Co	..	
Fire Queen	Sept 26	A. str.	1123	Parkes	Smith, Kennedy and Co	Hankow	Imdt
Gazzelle	July 6	B. str.	40		Wm. Pustau and Co	*Laid up*	
Gerard	Oct 19	B. str.	410	Quirk	Smith, Kennedy and Co	C'foo & T'tsin	Imdt
Glengyle	Oct 14	B. str.	1265	Hooper	Jardine, Matheson and Co	Hongkong	To-day
Grete	Jan 11	Pru. str	30		Wm. Pustau and Co	*Laid up*	
Heachew		B. str	30	Comstock	Captain Patridge		
Island Queen	Jy 20	B. str.	129		F. B. Gamwell	..	
Kiangloong	Oct 18	A. str	945	West	Augustine Heard and Co	H'kow & P'ts	22nd inst
Kiukiang	Oct 7	A. str.	1062	Taylor	Olyphant and Co	H'kow & Ports	
Labourdonnais	Oct 9	Fr str	994	Pellisot	Messageries Imperiales	Hongkong	23rd inst
Lanrefield	Mar 23	A. str.	950		Russell and Co	Repairing	
Mercury	June 28	B. str.	118	Baynton	Reid and Co	*Laid up*	
South Western	July 5	B. str.	110	Messeroy	Captain Patridge	Hongkong	Early
St. Juan		B. str.	30	Schroon	Trautmann and Co	*Laid up*	
Sz-chuen	Oct 7	A. str	553	Spencer	Russell and Co	H'kow & Ports	22nd inst
Tanqual		B. str.	20	Lynch		*Laid up*	
Taurus		B. str.	25	Smith		..	
Tah-wah	Oct 18	A. str.	215	Andrews	Olyphant and Co	H'kow & Ports	To-day
Taatlee	Feb 19	A. str.	60	Lowell	Russell and Co	*Laid up*	
Tun-sin	Sept 15	B. str	610	Bound	Geo. Barnet and Co		
Wan-Loong-Fei	Sept 10	B. str.	45		Geo. Barnet and Co	*Laid up*	

33 *Steamers.*]

MERCHANT VESSELS.

Vessels.	Date of Arrival	Flag Rig.	Tons	Captain.	Consignees.	Destination	Remarks
Amaranth	Sept 15	Bre. bk	802	Heldorn	Wm. Pustau and Co	Fuchau	25th inst
Appelina	Ju 25	B. brig	350	Chambers	Reid and Co		Ft or Ch
Argonaut	Oct 5	Dut bk	351	Dreyer	T. Kroes and Co		Fr or Ch
Assyrian	Sept 5	B. ship	553	Adams	Smith, Kennedy and Co.	New York	
Aurelia	Aug 21	A. bark	486	Howes	Augustine Heard and Co.		Ft. or Ch
Bankside	Jy 10	B. bark	494	Frail	Wm. Davison, for the Agent		..
Beemah	Sept 20	B. ship	787	Johnson	Gilman and Co		..
Bolina	Aug 25	B. bark	433	Russell	Edward Schellhass and Co		
Bravo	July 25	Ha. bq	151	Ode	Siemssen and Co	Hongkong	Early
Calypso	Sept 26	A. bark	535	King	Augustine Heard and Co		Ft or Ch
Catalpa	Aug 18	A. bark	213	Stevens	Frazar and Co.		Ft. or Ch
Caton	Oct 18	F. schr	222	Dukaney	Order		
Chinaman	Sept 7	B. ship	667	Downie	Holiday, Wise and Co		Ft. or Ch
City of Quebec	Ju 22	B. ship	663	Dowale	Jardine, Matheson and Co	London	Early
Cohong	Ju 28	B. bark	327	Fullerton	A. R. Tilby and Co.	Foochow	cld 13 inst.
Coulnakyle	Aug 26	B. ship	579	Morison	Gibb, Livingston and Co.		Ft or Ch
Dartmouth	July 30	B. ship	933	Davies	Gilman and Co	London	cld 20 inst
Dewa Gungadhur	Jy 20	B. ship	596	Stratton	Jardine Matheson and Co	Singapore	early
Duck	Jy 21	B. ch	145		P F Cama and Co	Laid up	
Earl Dalhousie	Oct 15	B. ship	1047	Campbell	Captain		Dis'ing
Eduard & Elise	Sept 8	Ha. bq	250	Voss	Siemssen and Co		Dis'ing
Eidsvald	Aug 7	Nor bq	26-	Paulsen	Siemssen and Co		Ft or Ch
Elizabeth	Aug 10	B. bark	412	Samson	A. R. Tilby and Co.		Ft. or Ch
Ellida	Oct 18	Swd bk	236	Rundburg	Edouard Schellhass and Co		
Emanbes	Oct 8	Pru. b.	250	Kohn	Wm. Pustau and Co	Newchwang	Imdt
Ensign	Aug 10	B bark	431	Black	Nichol Latimer and Co	London	Early
Eshun	Aug 3	B. bark	280	Lowe	Jarvie, Thorburn and Co	For Auction	
Esmok	Aug 28	B. ship	844	Montgomery	Frazer and Co.		Ft or Ch
Eunice Nicholas	Aug 25	B. ship	1070	Barry	Dow and Co	Fuchau	
E. W. Seyburn	Oct 11	A. brig	333	Armstrong	Nichol Latimer and Co	Nagasaki	Early
Fanny	Jy 8	B. bark	167	Waters			
Finzel	Jy 19	B. bark	487	Hicks	Dow and Co	Swatow	
Flatworth	Sept 5	B. bark	378	Thomas	Augustine Heard and Co	Yokohama	Imdt
Garell	Sept 7	B. bark	212	Legrow	Wm. Pustau and Co		Ft or Ch
George Becker	Jy 20	Meo bk	300	Behnke	Siemssen and Co	New York	Early
Glencoe	Ju 22	B. ship	746	Sands	Dent and Co	London	Early
Glengairn	June 8	B. ship	896	Garlock	Smith, Kennedy and Co.	London	cld 20 inst
Golden Fleece	Sep 26	B. brig	856	Simpson	Smith, Kennedy and Co		Fr or Ch
Henry Harbeck	June 2	B. ship	714	Stoughton	Olyphant and Co.	Fuchau	Imdt
Helen Nicholson	July 14	B. ship	716	Halliday	Blain, Tate and Co	London	22nd inst
Hop Sing	Aug 20	Sia bq	341	Habekert	A. R. Tilby and Co.	Swatow	Early
Horsa	Jy 26	B. ship	1093	Smerdon	Birley, Worthington and Co	London	Early
Hot Spur	Aug 26	B. ship	523	Corringill	J. H. Wignall and Co.	Fuchau	cld 2d inst
Indus	Aug 17	B. ship	617	Allsop	Hogg Brothers		Ft or Ch
Industry	Sept 9	B. ship	592	Bennett	A. R. Tilby and Co.	Fuchau	cld 19 inst
Invincible	June 8	B. ship	657	Beeching	Smith, Kennedy and Co.	London	Early
Jane Anna	Sept 17	B. bk	306	Sowelsby	Eduard Schellhass & Co	Yokohama	24th inst
J. C. Munro	Jy 30	B. ship	612	Wood	Captain		Ft or Ch
J. N. Cushing	Jy 30	A. ship	637	Swap	Borneo Company Limited		..
Juanpore	Oct 19	B. ship	459	Wilson	Dent and Co		
Jura	Jy 24	Fr bk	450	Meyer	Vaucher Frères		S. Ft or Ch
Kaffir Chief	Oct 18	B. schr	186	Hoole	Glover and Co		
Keenda	Feb 1	B. bark	286	Gall	Capt. Patridge		
La Vierge	Oct 11	Fr bg	189	Renquier	Therie and Co	Hakodadi	Early
Lord Clyde	Aug 19	B bark	531	Withers	Gilman and Co	London	cld 20 inst
Lucy E Ashby	Aug 9	A. bark	315	Ashby	Dent and Co		
Marion	Ju 14	B. bark	466	Laughton	Dow and Co		Ft. or Ch
Mary Jane	Oct 18	B schr	154	Dunlop	Gibb, Livingston and Co.		
Morning Star	Sept 1	B. ship	562	Johnston	Frazar and Co.		Ft or Ch
Napoleon III.	Aug 21	B. ship	765	Mouat	Reid and Co		Ft or Ch
Nimroud	Jy 8	B. ship	1022	Oughton	Wignall and Co.		..
Nizam	Jy 30	Fr bk	415	Guioux	Therie and Co	S'pore v Hkg.	24th inst
Noe	Sept 6	Fr bk	266	Leveque	Remi Schmidt and Co		Ft. or Ch
Oscar	Sept 17	Dan bk	306	Thomsen	Bourjau, Hübener and Co	New York	Early
Overunner	Jy 29	Da. bq	299	Gottsche	Siemssen and Co.		Ft or Ch
Padang Pandjang	Jy 19	Dut sh	600	Kebling	T. Kroes and Co	Amoy	Early
Paragon	Aug 16	Sia sh	736	Holinquist	A. R. Tilby and Co.	Swatow	Early
Patna	Aug 21	B. bark	325	Jones	Dent and Co	Liverpool	Imdt
Patrician	Sept 25	B. ship	1146	Pain	Jardine, Matheson and Co.		Ft or Ch
Perle	Oct 13	Bre bq	272	Busse			
Peterborough	July 16	B. bark	560	Orchard	Jardine, Matheson and Co.		Ft or Ch
Petrel	May 31	B. schr	267	Lewis	Dent and Co	Laid up	
Pudesta	Jy 21	Ha. bk	389	Angelbeck	Siemssen and Co.	New York	To-day
Polmaise	Jy 18	B. ship	897	Butler	Jardine, Matheson and Co	London	To-day
Prince Alfred	Aug 24	B. ship	663	Jessen	W. R. Adamson and Co.	London	Early
Queen of the Forth	Aug 23	B. ship	678	Tomblo	Smith, Kennedy and Co.	New York	Early
Queen of the Ocean	Aug 21	B. ship	670	Ellison	Gibb, Livingston and Co	London	Early
Queensland	Sept 20	B. bark	413	Kelly	Russell and Co	Fuchau	Early
Quick	Aug 22	B. bg	229	Vivert	Master		Ft. or Ch
Rajah of Cochin	Oct 17	B. ship	1008	Birkett	Smith, Kennedy and Co.		Dis'ing
Red Riding Hood	Jy 12	B. ship	709	Nicolson	Jardine, Matheson and Co.	Amoy	To-day
Robin Hood	Sept 15	B. ship	943	Morgan	French Government		Dis'ing
Roebuck	Sept 21	B. bnq	454	Harrowar	Frazar and Co.	Newchwang	To-day
Rover	Sept 5	A. bark	358	Hunt	Frazar and Co	San Francisco	
Sarah & Maria	Oct 19	Ha. bk	400	Gode	Bourjau, Hubener and Co.		
Sarah Scott	Jy 19	A. bark	565	Richards	Reid and Co		Ft. or Ch
Seaton	Jy 8	B. bark	401	Thomson	Master		..
Sea Snake	Sept 5	B. bark	423	Popham	Gibb, Livingston and Co		Dis'ing
Simoda	Ju 21	B. ship	646	Drysdale	Dow and Co		Ft or Ch
Spray	Oct 17	B schr	255	Dickie	Wm. Pustau and Co		Dis'ing
St. Andrew's Castle	Oct 17	B. ship	639	McBain	Jarvie, Thorburn and Co.		
St. George	Sept 3	Sin bq	296	Davies	A. R. Tilby and Co	Amoy	Early
Thomas Dryden	Jy 18	B. bark	416	Brown	Wheelock Brothers	Chefoo	23rd inst
Valetta	Ju 26	B bark	886	Dawes	Augustine Heard and Co		Ft. or Ch
Waalstroom	Sept 16	Du. bk	413	Gfoot	Master	Repairing	
Whitehall	Ju 10	B ship	936	Chapman	Borneo Company Limited	London	Early
Wild Deer	Ju 21	B. ship	1016	Cobb	Jardine, Matheson and Co.	London	Imdt

97 *Vessels.*]

HULKS.

Name	Commander	Flag	Tons	Agents
Alice	Kennedy	British barque	322	Nichol Latimer and Co
Berwick Walls	Barclay	(Floating Hospital)		
Bethel				
Kingsan		American ship		
Lady McNaughten	Weymouth	British ship	570	Geo. Barnet and Co
Louisa		British ship	90	T. R. Wheelock
Melbourne		British barque	594	Shaw, Brothers and Co
Ngapuhi		British ship	515	Harbor Master
Nimrod		British barque	262	H. I. M.'s Customs
Ross	Richardson			F. B. Gamwell
Samuel Stoddart				
Stirling	Lamb	British brig	309	Dent and Co
Toy Fat	Casslar	Prussian barque	266	Wm. Pustau and Co.

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